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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

ETAN GOLDMAN, individually and on behalf of all others similarly situated, Plaintiff, vs. LIFELOCK, INC., a Delaware Corporation, Defendant.	Case No.: 115CV276235 **CLASS ACTION** **COMPLAINT FOR:** **(1) VIOLATIONS OF CALIFORNIA'S AUTOMATIC RENEWAL LAW (BUSINESS AND PROFESSIONS CODE §§ 17600-17604); (2) VIOLATIONS OF CALIFORNIA'S UNFAIR COMPETION LAW (BUSINESS AND PROFESSIONS CODE §§ 17200-17204); AND (3) INJUNCTIVE RELIEF (BUSINESS AND PROFESSIONS CODE § 17535)** **DEMAND FOR JURY TRIAL**

Plaintiff Etan Goldman ("Plaintiff"), on behalf of himself and all others similarly situated, complain and allege as follows:

OVERVIEW OF CLAIMS

1. Plaintiff brings this class action under California Code of Civil Procedure § 382 on behalf of himself and a class of others similarly situated consisting of all persons in California that, since December 1, 2010 and continuing through the present (the "Class Period"), purchased subscriptions to identify theft protection services from LifeLock, Inc. Herein, LifeLock, Inc. is referred to as "LifeLock" or "Defendant." The class of others similarly situated to Plaintiff are referred to herein as "Class Members." The claims for damages, restitution, injunctive and/or other equitable relief, and reasonable attorneys' fees and costs under California Business and Professions Code (hereinafter "Cal. Bus. & Prof. Code") §§ 17602, 17603, 17604, 17535, and 17200, *et seq.*, and California Code of Civil Procedure § 1021.5. Plaintiff and Class Members are consumers for purposes of Cal. Bus. & Prof. Code §§ 17600-17606.

2. During the Class Period, Defendant made automatic renewal or continuous service offers to consumers in and throughout California and (a) at the time of making the automatic renewal or continuous service offers, failed to present the automatic renewal offer terms, or continuous service offer terms, in a clear and conspicuous manner and in visual proximity to the request for consent to the offer before the subscription or purchasing agreement was fulfilled in violation of Cal. Bus. & Prof. Code § 17602(a)(1); (b) charged Plaintiff's and Class Members' credit or debit cards, or third-party account (hereinafter "Payment Method"), without first obtaining Plaintiff's and Class Members' affirmative consent to the agreement containing the automatic renewal offer terms or continuous service offer terms in violation of Cal. Bus. & Prof. Code § 17602(a)(2); and (c) failed to provide an acknowledgment that includes the automatic renewal or continuous service offer terms, cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer in violation of Cal. Bus. & Prof. Code § 17602(a)(3). As a result, all goods, wares, merchandise, or products sent to Plaintiff and Class Members under the automatic renewal or

continuous service agreements are deemed to be an unconditional gift pursuant to Cal. Bus. & Prof. Code § 17603.

3. As a result of the above, Plaintiff, on behalf of himself and Class Members, seeks damages, restitution, declaratory relief, injunctive relief and reasonable attorneys' fees and costs pursuant to Cal. Bus. & Prof. Code §§ 17603, 17203, 17204, and 17535 and Code of Civil Procedure § 1021.5.

4. The "Class Period" is designated as the period from December 1, 2010 through to the present. Defendant's violations of California's Business and Professions Code and unfair competition laws, as described more fully below, have been ongoing since December 1, 2010, and are continuing at present.

JURISDICTION

5. This Court has jurisdiction over the claims for damages, restitution, injunctive relief, and declaratory relief arising from Defendant's unlawful business practices, under Cal. Bus. & Prof. Code §§ 17603, 17203, 17204, and 17535.

VENUE

6. Venue as to Defendant is proper in the County of Santa Clara, pursuant to California Code of Civil Procedure §§ 395(a) and 395.5. Defendant is a Delaware corporation. Within California, Defendant has designated its Mountain View, CA office as its principal place of business. The office is located at 150 W. Evelyn Ave., Mountain View, CA, 94041. According to its Securities and Exchange Commission filings in 2014, Defendant also has offices in San Francisco, CA and Sunnyvale, CA, as well as data centers for its consumer business in Northern Calfornia. Defendant's marketing group is located in Mountain View. Moreover, the conduct that is alleged to violate California's automatic renewal law is believed to be directed from Mountain View inasmuch as the conduct at issue is an offer of a subscription service that automatically renews. And Defendant has made the automatic renewal or continuous service offers to thousands of persons within Santa Clara County.

PARTIES

7. Plaintiff Etan Goldman resides in Los Angeles, California. Plaintiff purchased an identity theft subscription plan from Defendant in California during the Class Period. Following the purchase, Plaintiff's Payment Method was charged, and continues to be charged, every month on a recurring basis. During that time, Plaintiff was subject to Defendant's unlawful policies and/or practices set forth herein. Plaintiff and Class Members are consumers as defined under Cal. Bus. & Prof. Code §17601(d).

8. Defendant Lifelock, Inc. is a Delaware corporation with its principal place of business located at 60 East Rio Salado Parkway, Suite 400, Tempe, AZ, 85281. Defendant operates and, at all times during the Class Period, has done business throughout California. Also during the Class Period, Defendant made, and continues to make, automatic renewal or continuous service offers to consumers in California. Defendant sells identity theft protection plans that purportedly detect fraudulent applications for various credit and non-credit related services and provide remedial assistance. As of December 2013, Defendant purportedly served three million paying consumers. In 2013, Defendant generated $369.7 million in revenue, up from $276.4 million in 2012. For the nine months ending in September 2014, Defendant's total revenue was $346.3 million. Defendant purportedly derives a substantial majority of this revenue from subscription fees.

9. The policies, practices, and unlawful conduct complained of herein were formulated, implemented, and maintained, in whole or in substantial part, at Defendant's address.

10. All of Plaintiff's claims stated herein are asserted against Defendant and any of its predecessors, successors, and/or assigns that do, or have done, business, with Class Members in California during the Class Period.

FACTUAL BACKGROUND

California Business Professions Code §§17600-17606

11. On December 1, 2010, §§ 17600-17606 of Article 9, of Chapter 1, of Part 3, of Division 7 of the Cal. Bus. & Prof. Code came into effect. The Legislature's stated intent for this

Article was to end the practice of ongoing charges to consumers' Payment Methods without consumers' explicit consent for ongoing shipments of a product or ongoing deliveries of service. *See* Cal. Bus. & Prof. Code § 17600.

12. Cal. Bus. & Prof. Code § 17602(a) makes it unlawful for any business making an automatic renewal or continuous service offer to a consumer in this state to do any of the following:

> (1) Fail to present the automatic renewal offer terms or continuous service offer terms in a clear and conspicuous manner before the subscription or purchasing agreement is fulfilled and in visual proximity, or in the case of an offer conveyed by voice, in temporal proximity, to the request for consent to the offer.
>
> (2) Charge the consumer's credit or debit card or the consumer's account with a third party for an automatic renewal or continuous service without first obtaining the consumer's affirmative consent to the agreement containing the automatic renewal offer terms or continuous service offer terms.
>
> (3) Fail to provide an acknowledgment that includes the automatic renewal or continuous service offer terms, cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer. If the offer includes a free trial, the business shall also disclose in the acknowledgment how to cancel and allow the consumer to cancel before the consumer pays for the goods or services.

13. Cal. Bus. & Prof. Code § 17601(a) defines the term "Automatic renewal" as a "plan or arrangement in which a paid subscription or purchasing agreement is automatically renewed at the end of a definite term for a subsequent term."

14. Cal. Bus. & Prof. Code § 17601(b) defines the term "Automatic renewal offer terms" as "the following clear and conspicuous disclosures: (1) That the subscription or purchasing agreement will continue until the consumer cancels. (2) The description of the cancellation policy that applies to the offer. (3) The recurring charges that will be charged to the consumer's credit or debit card or payment account with a third party as part of the automatic renewal plan or arrangement, and that the amount of the charge may change, if that is the case, and the amount to which the charge will change, if known. (4) The length of the automatic renewal term or that the service is continuous,

unless the length of the term is chosen by the consumer. (5) The minimum purchase obligation, if any."

15. Pursuant to Cal. Bus. & Prof. Code § 17601(c), "clear and conspicuous" or "clearly and conspicuously" mean "in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks, in a manner that clearly calls attention to the language."

16. Section 17603 of Cal. Bus. & Prof. Code provides: "In any case in which a business sends any goods, wares, merchandise, or products to a consumer, under a continuous service agreement or automatic renewal of a purchase, without first obtaining the consumer's affirmative consent as described in Section 17602, the goods, wares, merchandise, or products shall for all purposes be deemed an unconditional gift to the consumer, who may use or dispose of the same in any manner he or she sees fit without any obligation whatsoever on the consumer's part to the business, including, but not limited to, bearing the cost of, or responsibility for, shipping any goods, wares, merchandise, or products to the business."

Defendant's Business

17. Defendant purports to provide identify theft protection services for consumers. During the Class Period, Defendant has offered, and continues to offer, Plaintiff and Class Members subscriptions for its identity theft protection plans through its website, www.lifelock.com. Defendant uses an alert technology that allows subscribing members to confirm their identities in connection with identity-related events, including new account openings and credit-related applications. If Defendant detects that a subscribing member's personally identifiable information is being used, the company offers notifications and alerts. Defendant's subscriptions for its protection plans are automatic renewal and/or continuous service plans or arrangements for the purposes of Cal. Bus. & Prof. Code § 17601.

Defendant's Terms and Conditions

18. During the Class Period, Defendant's webpage contained an inconspicuous hyperlink to a document titled "Terms & Conditions" (hereinafter the "Terms and Conditions"). Using a small- and light-colored font, Defendant displayed this hyperlink on the very bottom of LifeLock's webpage, www.lifelock.com.

Company	Help	Business Solutions	Connect
About	Advertising Choices	Overview	Facebook
Affiliates	Contact	Partners	Twitter
Blog	Legal Information	Employee Benefits	LinkedIn
Careers	FAQ's	Data Breach Services	Google+
$1 Million Guarantee	Privacy Policy		YouTube
Investors	Site Map		
Press Room	Terms & Conditions		

*Most comprehensive protection features LifeLock Ultimate Plus™ membership. Network does not cover all transactions. Excludes pictures, cash and cash equivalents. Plus applicable sales tax.

#The benefits under the Service Guarantee are provided under a Master Insurance Policy underwritten by State National Insurance Company. Under the Service Guarantee LifeLock will spend up to $1 million $1 more expand to help your recovery. As this is only a summary, please see the actual policy for applicable terms and restrictions at LifeLock.com/legal.

See attached as Exhibits 1, at 6, and 2 are true and correct copies of a screenshot of the above-shown webpage available at www.lifelock.com and the Terms and Conditions, respectively.

19. Defendant's Terms and Conditions provided as follows:

> These LifeLock Service Terms and Conditions (the "Service Terms") are a legally binding agreement between LifeLock, Inc. ("LifeLock," "we" "our" or "us") and you ("you," "your" or "yours"), and describe the terms under which you agree to use the LifeLock® identity protection programs, including any applicable Stolen Identity Insurance (the "Protection Programs"), credit monitoring service (the "Credit Monitoring Service") and any other service or product which may be made available to you by us for which you have registered or enrolled or have been registered or enrolled by an authorized third party (collectively the "Services" and individually a "Service").

See Ex. 2, at 1.

20. Paragraph 17 of the Terms and Conditions also provided as follows:

> These Service Terms, and all documents incorporated into these Service Terms by reference, are the entire agreement between the parties with respect to this subject matter, and supersede any and all prior or contemporaneous or additional communications, negotiations, or agreements with respect thereto.

See id., at ¶ 17.

21. Throughout the Terms and Conditions, Defendant used various methods, including capital letters, to draw the reader's attention to important language. For example, Defendant used all capital letters to exclude warranties:

> **12. Disclaimer of Warranties**
>
> UNLESS OTHERWISE EXPLICITLY STATED, LIFELOCK, FOR ITSELF AND ITS LICENSORS, 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. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED THROUGH THE SERVICES IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" AND "WHEREIS" BASIS WITH NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS. LifeLock DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

See Ex. 2, ¶ 12.

22. Defendant also used all capital letters to limit its liability:

> **13. Limitation of Liability**
>
> OTHER THAN PURSUANT TO THE SERVICE GUARANTEE (FOUND HERE) WHICH APPLIES SOLELY TO MEMBERS ENROLLED IN OUR PROTECTION PROGRAMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, LIFELOCK, OUR AFFILIATES, OUR RESPECTIVE LICENSORS, LICENSEES, AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXTRAORDINARY, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER (HOWEVER ARISING), ARISING OUT OF, RELATING TO OR RESULTING FROM YOUR USE OR INABILITY TO USE OR ACCESS THE SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING LIMITATION OF LIABILITY, IN THE EVENT WE ARE FOUND LIABLE FOR DAMAGES TO YOU IN A COMPETENT LEGAL PROCEEDING OUR AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE SERVICE TERMS IS LIMITED TO THE LESSER OF (a) ONE THOUSAND U.S. DOLLARS ($1,000) OR (b) THE AMOUNTS PAID TO US FOR THE SERVICES THAT ARE THE BASIS OF THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE CLAIM. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS ON LIABILITY. ONLY LIMITATIONS THAT ARE LAWFUL IN THE APPLICABLE JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

See Ex. 2, ¶ 13.

Defendant's Terms and Conditions Failed to Provide Clear and Conspicuous Disclosures as Required by Law

23. Within the Terms and Conditions, Defendant failed to state in clear and conspicuous language, *i.e.*, in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks, in a manner that clearly calls attention to the language that:

(i) The subscription or purchasing agreement will continue until the consumer cancels.

(ii) Describes the cancellation policy that applies to the offer.

(iii) Recurring charges that will be charged to the consumer's Payment Method account with a third party as part of the automatic renewal plan or arrangement, and that the amount of the charge may change, if that is the case, and the amount to which the charge will change, if known.

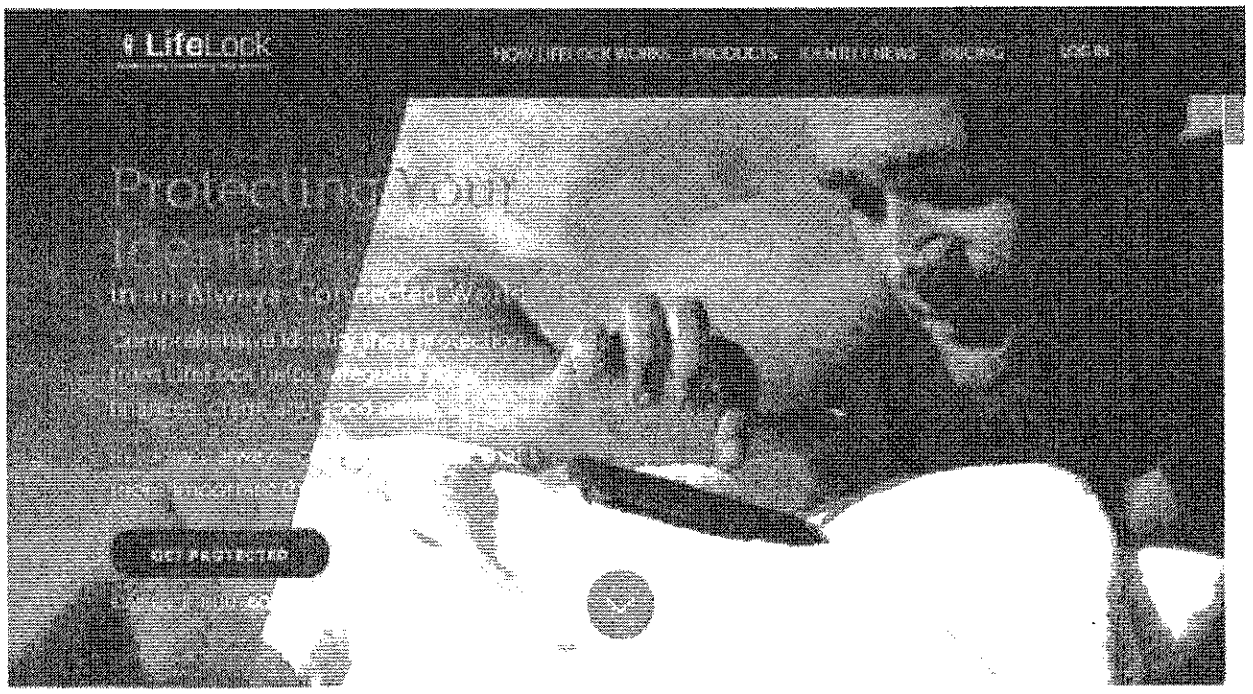
(iv) The length of the automatic renewal term or that the service is continuous, unless the length of the term is chosen by the consumer.

(v) There is a minimum purchase obligation, if any.

(Hereinafter "automatic renewal offer and continuous service offer disclosure failures.")

Defendant Failed to Present the Automatic Renewal Offer Terms or Continuous Service Offer Terms in a Clear and Conspicuous Manner Before the Subscription or Purchasing Agreement was Fulfilled and in Visual Proximity to the Request for Consent to the Offer in Violation of Cal. Bus. & Prof. Code § 17602(a)(1)

24. During the Class Period, Defendant made, and continues to make, an automatic renewal offer for its subscriptions plans to consumers in California, including Plaintiff and Class Members. In order to purchase a subscription plan from Defendant's website, Plaintiff and Class Members clicked on a hyperlink labeled "Get Protected" located on the Defendant's webpage.



3 Layers of Protection

See Ex. 1 at 1, which includes the above-shown screen shot.

25. The "Get Protected" hyperlink navigated Plaintiff and Class Members to a multi-page enrollment process, the first step of which is and was a webpage titled "Select Your Services" and

directed Plaintiff and Class Members to select one of three protection plans that they wished to purchase. These plans included "LifeLock Standard," "LifeLock Advantage," and "LifeLock Ultimate Plus."

LifeLock
Relentlessly Protecting Your Identity

Secure Login | Answer Center | Contact Us
Call Us: 1-800-607-7205

Enrollment

1 Select Plan | 2 Your Info | 3 Add Family | 4 Payment Info | Enrollment Complete!

Please take a few minutes to complete the enrollment form below. Upon completing enrollment you will be immediately covered by our $1 Million Total Service Guarantee*.

1 Select Your Services

Please select the LifeLock protection plan that's best for you.

LifeLock Standard™	LifeLock Advantage™	LifeLock Ultimate Plus™
$9.99	$19.99	$29.99
Enroll	Enroll	Enroll

If you have a partner/promo code, please enter it here:

© 2005-2014 LifeLock, Inc. All Rights Reserved.
* Restrictions apply. See Terms and Conditions for details.

TRUSTe

See attached as Exhibit 3 a true and correct copy of the above-shown screenshot of Defendant's "Select Your Services" webpage. This webpage did not, and does not, contain automatic renewal offer terms or continuous service offer terms as defined in Cal. Bus. & Prof. Code § 17601(b).

26. After selecting a protection plan by clicking on a hyperlink labeled "Enroll," Plaintiff and Class Members were navigated to a webpage titled "Your Information." This webpage directed them to enter their personal information, including their name, address, date of birth, and social security number.

LifeLock
Relentlessly Protecting Your Identity

Secure Login | Answer Center | Contact Us
Call Us 1-800-607-7205

Enrollment

Select Plan | Your Info | Add Family | Payment Info | Enrollment Complete!

Please take a few minutes to complete the enrollment form below. Upon completing enrollment you will be immediately covered by our $1 Million Total Service Guarantee*.

2 Your Information

Name

Date of Birth

Social Security Number

confirm

Email Address

Alert Phone Number

Gender

Address (primary residence)

I accept the LifeLock Terms and Conditions

LifeLock Service Terms Agreement

Print

Effective Date: July 1 2014

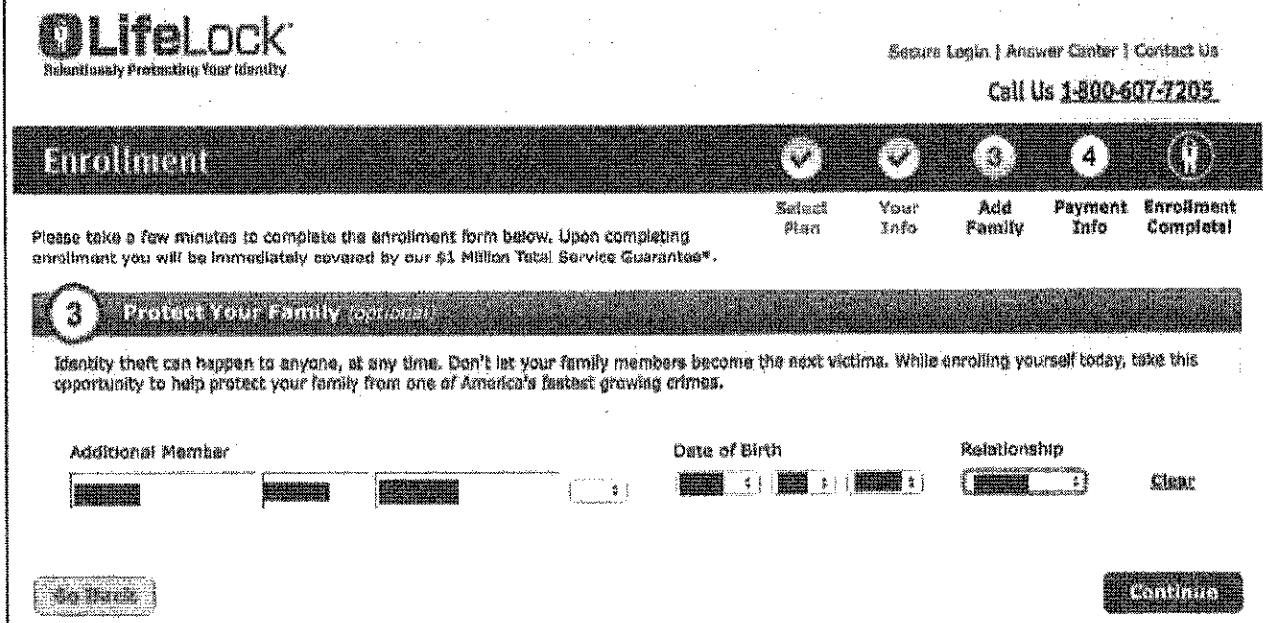
These LifeLock Service Terms and Conditions (the "Service Terms") are a legally binding agreement between LifeLock, Inc. ("LifeLock," "we" "our" or "us") and you ("you," "your" or "yours"), and describe the terms under which you agree to use the LifeLock® identity protection programs, including any applicable Stolen Identity Insurance (the "Protection Programs"), credit monitoring service (the "Credit Monitoring Service") and any other service or product which may be made available to you by us for which you have registered or enrolled or have been registered or enrolled by an authorized third party (collectively the "Services" and individually a "Service"). In these Service Terms we may use the term "Member" which refers to a customer that is enrolled in one of our fee-based Services, such as LifeLock Ultimate, and "User" which refers to a customer of our non-fee based Services such as LifeLock wallet. Collectively we will use the term "Customer" when referring to both Members and Users.

Go Back | Continue

See attached as Exhibit 4 a true and correct copy of a screenshot of the above-shown "Your Information" webpage. This webpage did not, and does not, contain automatic renewal offer terms or

continuous service offer terms as defined in Cal. Bus. & Prof. Code § 17601(b). Instead, it contained a link to Defendant's Terms and Conditions.

27. After entering their personal information and clicking on a hyperlink titled "Continue," Plaintiff and Class Members were and are navigated to a webpage titled "Protect Your Family *(optional)*." This webpage provided Plaintiff and Class Member with an option to enroll family members.



See attached as Exhibit 5 a true and correct copy of a screenshot of the above-shown "Protect Your Family *(optional)*" webpage. This page did not, and does not, contain automatic renewal offer terms or continuous service offer terms as defined in Cal. Bus. & Prof. Code §17601(b).

28. After clicking another hyperlink titled "Continue" located in the "Protect Your Family *(optional)*" webpage, Plaintiff and Class Members were and are navigated to a webpage titled "Payment Info." This webpage directed Plaintiff and Class Members to enter their payment information and click on a hyperlink titled "Place Order." After Plaintiff and Class Members clicked on this hyperlink, their subscription plans commenced and Defendant charged and continues to charge Plaintiff's and Class Members' Payment Method on a recurring, monthly basis.

LifeLock 1-800-607-7205

Enrollment

Select Plan | Your Info | Add Family | Payment Info | Enrollment Complete!

Credit Card Information

Name on Card

Credit Card Number

CVV Code

DISCOVER VISA

Exp Month

Year

Billing Address

Same as my primary address

Billing Options

Annual

Order Summary

Member

[redacted]
LifeLock Standard™ $[redacted]

TOTALS
$[redacted]

Your credit card will be charged a total of $[redacted] today, [redacted] You saved [redacted] with [redacted] annual plan.

Go Back

Place Order

TRUSTe

See attached as Exhibit 6 a true and correct copy of a screenshot of Defendant's "Payment Info" webpage. This page did not, and does not, contain automatic renewal offer terms or continuous service offer terms as defined in Cal. Bus. & Prof. Code § 17601(b).

29. In violation of Cal. Bus. & Prof. Code §17602(a)(1), Defendant thus made, and continues to make, an automatic renewal or continuous service offer to consumers, including Plaintiff and Class Members in California, yet failed, and continues to fail, to present the automatic renewal offer terms, or continuous service offer terms, in a clear and conspicuous manner and in visual proximity to the request for consent to the offer before the subscription or purchasing agreement was and is fulfilled.

Defendant Failed to Obtain Affirmative Consent to the Terms and Conditions Containing the Automatic Renewal Offer Terms

30. Furthermore, and in addition to the above, throughout the Class Period, after clicking on the "Place Order" hyperlink, Plaintiff's and Class Members' Payment Method were, and are, charged the monthly subscription amount. Thereafter, Defendant charged, and continues to charge, Plaintiff's and Class Members' Payment Method on a monthly basis, and as such, is an automatic renewal plan within the meaning Cal. Bus. & Prof. Code. § 17601(a). Furthermore, the LifeLock subscription continues until cancelled, and therefore is, and was, a continuous service plan or arrangement as defined by Cal. Bus. & Prof. Code § 17601(e).

31. As a result of the above (including the automatic renewal offer and continuous service offer disclosure failures referred to above in ¶ 23), prior to charging Plaintiff's and Class Members' Payment Method, Defendant failed, and continues to fail, to obtain Plaintiff's and Class Members' affirmative consent to the Terms and Conditions containing the automatic renewal offer terms or continuous service offer terms. Defendant failed, and continues to fail, to include the Terms and Conditions or provide a hyperlink to the Terms and Conditions on the webpage in which Defendant collected Plaintiff's and Class Members' Payment Method information.

32. As a result of the above, Defendant violated Cal. Bus. & Prof. Code § 17602(a)(2). As such, all goods, wares, merchandise, or products, sent to Plaintiff and Class Members under the automatic renewal or continuous service agreement are deemed to be an unconditional gift pursuant to Cal. Bus. & Prof. Code § 17603, and Plaintiff and Class Members may use or dispose of the same in any manner they see fit without any obligation whatsoever on their part to Defendant, including, but not limited to, bearing the cost of, or responsibility for, shipping any goods, wares, merchandise, or products to the business.

Defendant Failed to Provide an Acknowledgment as Required by Cal. Bus. & Prof. Code §17602(a)(3)

33. Furthermore, and in addition to the above, after Plaintiff and Class Members subscribed to one of Defendant's subscription plans, Defendant sent, and continues to send, Plaintiff and Class Members an email. But that e-mail failed, and continues to fail, to provide an acknowledgement that includes the automatic renewal or continuous service offer terms, cancellation policy, and information on how to cancel in a manner that is capable of being retained by Plaintiff and Class Members, in violation of Cal. Bus. & Prof. Code § 17602(a)(3). Moreover, Defendant failed to provide Plaintiff and Class Members with an acknowledgement regarding how to cancel the subscription and allow Plaintiff and Class Members to cancel before payment.

CLASS ACTION ALLEGATIONS

34. Plaintiff brings this action, on behalf of himself and all others similarly situated, as a class action pursuant to California Code of Civil Procedure § 382. The proposed Class (the "Class") that Plaintiff seeks to represent is composed of and defined as:

> All persons in California that, since December 1, 2010 and continuing through the present, purchased subscriptions to identity theft protection services from LifeLock, Inc.

35. This action has been brought and may properly be maintained as a class action under Code of Civil Procedure § 382 because there is a well-defined community of interest in the litigation, the proposed class is easily ascertainable, and Plaintiff is a proper representative of the Class:

a. Numerosity: The potential members of the Class as defined are so numerous and so diversely located throughout California that joinder of all the members of the Class is impracticable. The Class Members are dispersed throughout California. Joinder of all members of the proposed class is therefore not practicable.

b. Commonality: There are questions of law and fact common to the Plaintiff and the Class that predominate over any questions affecting only individual members of the Class. These common questions of law and fact include, without limitation:

i. Whether Defendant failed to present the automatic renewal offer terms, or continuous service offer terms, in a clear and conspicuous manner before the subscription or purchasing agreement was fulfilled and in visual proximity to the request for consent to the offer in violation of Cal. Bus. & Prof. Code § 17602(a)(1);

ii. Whether Defendant charged Plaintiff's and Class Members' Payment Method for an automatic renewal or continuous service without first obtaining the Plaintiff's and Class Members' affirmative consent to the Terms and Conditions containing the automatic renewal offer terms or continuous service offer terms in violation of Cal. Bus. & Prof. Code § 17602(a)(2);

iii. Whether Defendant failed to provide an acknowledgement that included the automatic renewal or continuous service offer terms, cancellation policy, and information on how to cancel in a manner that is capable of being retained by Plaintiff and Class Members, in violation of Cal. Bus. & Prof. Code § 17602(a)(3);

iv. Whether Defendant's Terms and Conditions contained the automatic renewal offer terms and/or continuous service offer terms as defined by Cal. Bus. & Prof. Code § 17601;

v. Whether Cal. Bus. & Prof. Code § 17603 provides for restitution for money paid by Plaintiff and Class Members in circumstances where the goods and services provided by Defendant is deemed an unconditional gift;

vi. Whether Plaintiff and Class Members are entitled to and/or restitution under Cal. Bus. & Prof. Code §§ 17200-17203;

vii. Whether Plaintiff and Class Members are entitled to injunctive relief under Cal. Bus. & Prof. Code § 17535;

viii. Whether Plaintiff and Class Members are entitled to attorneys' fees and costs under California Code of Civil Procedure § 1021.5; and

ix. The proper formula(s) for calculating and/or restitution owed to Class Members.

c. Typicality: Plaintiff's claims are typical of the claims of the Class. Both Plaintiff and Class Members were deprived of property rightly belonging to them, arising out of and caused by Defendant's common course of conduct in violation of law as alleged herein, in similar ways.

d. Adequacy of Representation: Plaintiff is a member of the Class and will fairly and adequately represent and protect the interests of the Class Members. Plaintiff's interests do not conflict with those of Class Members. Counsel who represent Plaintiff are competent and experienced in litigating large class actions, and will devote sufficient time and resources to the case and otherwise adequately represent the Class.

e. Superiority of Class Action: A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Plaintiff and Class Members have suffered losses, or may suffer losses in the future, by reason of Defendant's unlawful policies and/or practices of not complying with Cal. Bus. & Prof. Code §§ 17600-17606. Certification of this case as a class action will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Certifying this case as a class action is superior because it allows for efficient and full restitution to Class Members, and will thereby effectuate California's strong public policy of protecting the California public from violations of its laws. If this action is not certified as a class action, it will be virtually impossible, as a practical matter, for many or most Class Members to bring individual actions to recover monies due from Defendant due to the relatively small amounts of such individual recoveries relative to the costs and burdens of litigation.

FIRST CAUSE OF ACTION

FAILURE TO PRESENT THE AUTOMATIC RENEWAL OFFER TERMS OR CONTINUOUS SERVICE OFFER TERMS CLEARLY AND CONSPICUOUSLY AND IN VISUAL PROXIMITY TO THE REQUEST FOR CONSENT OFFER (CAL. BUS. & PROF. CODE § 17602(a)(1))

36. The allegations of Paragraphs 1 through 35 are realleged and incorporated herein by reference, and Plaintiff alleges this cause of action on behalf of himself and the above-described class of similarly situated Class Members.

37. Cal. Bus. Prof. Code § 17602(a)(1) provides:

> (a) It shall be unlawful for any business making an automatic renewal or continuous service offer to a consumer in this state to do any of the following:
>
> > (1) Fail to present the automatic renewal offer terms or continuous service offer terms in a clear and conspicuous manner before the subscription or purchasing agreement is fulfilled and in visual proximity, or in the case of an offer conveyed by voice, in temporal proximity, to the request for consent to the offer.

38. Defendant failed to present the automatic renewal offer terms, or continuous service offer terms, in a clear and conspicuous manner and in visual proximity to the request for consent to the offer before the subscription or purchasing agreement was fulfilled.

39. As a result of Defendant's violations of Cal. Bus. & Prof. Code § 17602(a)(1), Defendant is subject under Cal. Bus. & Prof. Code § 17604 to all civil remedies that apply to a violation of Article 9, of Chapter 1, of Part 3, of Division 7 of the Cal. Bus. & Prof. Code.

40. Plaintiff, on behalf of himself and Class Members, request relief as described below.

SECOND CAUSE OF ACTION

FAILURE TO OBTAIN THE CONSUMER'S AFFIRMATIVE CONSENT BEFORE THE SUBSCRIPTION IS FULFILLED (CAL. BUS. & PROF. CODE §§ 17602(a)(2) and 17603)

41. The allegations of Paragraphs 1 through 40 are realleged and incorporated herein by reference, and Plaintiff alleges this cause of action on behalf of himself and the above-described class of similarly situated Class Members.

42. Cal. Bus. & Prof. Code § 17602(a)(2) provides:

> (a) It shall be unlawful for any business making an automatic renewal or continuous service offer to a consumer in this state to do any of the following:
>
> ...
>
> (2) Charge the consumer's credit or debit card or the consumer's account with a third party for an automatic renewal or continuous service without first obtaining the consumer's affirmative consent to the agreement containing the automatic renewal offer terms or continuous service offer terms.

43. Defendant charged, and continues to charge, Plaintiff's and Class Members' Payment Method for an automatic renewal or continuous service without first obtaining Plaintiff's and Class Members' affirmative consent to the Terms and Conditions containing the automatic renewal offer terms or continuous service offer terms.

44. As a result of Defendant's violations of Cal. Bus. & Prof. Code § 17602(a)(2), Defendant is liable to provide restitution to Plaintiff and Class Members under Cal. Bus. & Prof. Code § 17603.

45. Plaintiff, on behalf of himself and Class Members, requests relief as described below.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE ACKNOWLEDGMENT WITH AUTOMATIC RENEWAL TERMS AND INFORMATION REGARDING CANCELLATION POLICY (CAL. BUS. & PROF. CODE § 17602(a)(3))

46. The allegations of Paragraphs 1 through 45 are realleged and incorporated herein by reference, and Plaintiff alleges this cause of action on behalf of himself and the above-described class of similarly-situated Class Members.

47. Cal. Bus.& Prof. Code § 17602(a)(3) provides:

> (a) It shall be unlawful for any business making an automatic renewal or continuous service offer to a consumer in this state to do any of the following:
>
> ...
>
> (3) Fail to provide an acknowledgment that includes the automatic renewal or continuous service offer terms, cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer. If the offer includes a free trial, the business shall also disclose in the acknowledgment how to cancel and allow the consumer to cancel before the consumer pays for the goods or services.

48. Defendant failed to provide an acknowledgement that includes the automatic renewal or continuous service offer terms, cancellation policy, and information on how to cancel in a manner that is capable of being retained by Plaintiff and Class Members.

49. As a result of Defendant's violations of Cal. Bus. & Prof. Code § 17602(a)(3), Defendant is subject under Cal. Bus. & Prof. Code § 17604 to all civil remedies that apply to a violation of Article 9, of Chapter 1 of Part 3, of Division 7 of the Cal. Bus. & Prof. Code.

50. Plaintiff, on behalf of himself and Class Members, requests relief as described below.

FOURTH CAUSE OF ACTION

UNFAIR COMPETITION LAW VIOLATIONS
(CAL. BUS. & PROF. CODE § 17200 *et. seq.*)

51. The allegations of Paragraphs 1 through 50 are realleged and incorporated herein by reference, and Plaintiff alleges this cause of action on behalf of himself and the above-described class of similarly-situated Class Members.

52. Cal. Bus. & Prof. Code § 17200, *et seq.* (the "UCL") prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business act or practice. Cal. Bus. & Prof. Code § 17204 allows "a person who has suffered injury in fact and has lost money or property" to prosecute a civil action for violation of the UCL. Such a person may bring such an action on behalf of himself or herself and others similarly situated who are affected by the unlawful, unfair, or fraudulent business practice.

53. Since December 1, 2010, and continuing to the present, Defendant has committed unlawful, unfair, and/or fraudulent business acts and practices as defined by the UCL, by violating Cal. Bus. & Prof. Code §§ 17602(a)(1), (2), and (3).

54. As a direct and proximate result of Defendant's unlawful, unfair, and/or fraudulent acts and practices described herein, Defendant has received, and continues to hold, unlawfully obtained property and money belonging to Plaintiff and Class Members in the form of payments made for subscription agreements by Plaintiff and Class Members. Defendant has profited from its unlawful, unfair, and/or fraudulent acts and practices in the amount of those business expenses and interest accrued thereon.

55. Plaintiff and similarly-situated Class Members are entitled to restitution pursuant to Cal. Bus. & Prof. Code §§ 17203 and 17208 for all monies paid by Class Members under the subscription agreements from December 1, 2010 to the date of such restitution, at rates specified by law. Defendant should be required to disgorge all the profits and gains it has reaped and restore such profits and gains to Plaintiff and Class Members, from whom they were unlawfully taken.

56. Plaintiff and similarly-situated Class Members are entitled to enforce all applicable penalty provisions pursuant to Cal. Bus. & Prof. Code § 17202.

57. Plaintiff has assumed the responsibility of enforcement of the laws and public policies specified herein by suing on behalf of himself and other similarly-situated Class Members. Plaintiff's success in this action will enforce important rights affecting the public interest. Plaintiff will incur a financial burden in pursuing this action in the public interest. An award of reasonable attorneys' fees to Plaintiff is thus appropriate pursuant to California Code of Civil Procedure § 1021.5.

58. Plaintiff, on behalf of himself and Class Members, request relief as described below.

FIFTH CAUSE OF ACTION

INJUNCTIVE RELIEF AND RESTITUTION (CAL. BUS. & PROF. CODE § 17535)

59. The allegations of Paragraphs 1 through 58 are realleged and incorporated herein by reference, and Plaintiff alleges this cause of action on behalf of himself and the above-described class of similarly-situated Class Members.

60. Cal. Bus. & Prof. Code § 17535 allows "any person who has suffered injury in fact and has lost money or property" to prosecute a civil action for violation of the UCL. Such a person may bring such an action on behalf of himself or herself and others similarly situated who are affected by the unlawful, unfair, or fraudulent business practice.

61. Since December 1, 2010, and continuing to the present, Defendant has committed unlawful, unfair, and/or fraudulent business acts and practices as defined by the UCL, by violating Cal. Bus. & Prof. Code § 17602.

62. As a direct and proximate result of Defendant's unlawful, unfair, and/or fraudulent acts and practices described herein, Defendant has received and continues to hold unlawfully obtained property and money belonging to Plaintiff and Class Members in the form of payments made for a paid subscription to Defendant's protection plans by Plaintiff and Class Members. Defendant has profited

from its unlawful, unfair, and/or fraudulent acts and practices in the amount of those business expenses and interest accrued thereon.

63. Plaintiff and similarly-situated Class Members are entitled to injunctive relief and/or restitution pursuant to Cal. Bus. & Prof. Code § 17535 for all monies paid by Class Members under the subscription agreements from December 1, 2010 to the date of such restitution, at rates specified by law. Defendant should be required to disgorge all the profits and gains it has reaped and restore such profits and gains to Plaintiff and Class Members, from whom they were unlawfully taken.

64. Plaintiff and similarly situated Class Members are entitled to enforce all applicable penalty provisions pursuant to Cal. Bus. & Prof. Code § 17202.

65. Plaintiff has assumed the responsibility of enforcement of the laws and public policies specified herein by suing on behalf of himself and other similarly-situated Class Members. Plaintiff's success in this action will enforce important rights affecting the public interest. Plaintiff will incur a financial burden in pursuing this action in the public interest. Therefore, an award of reasonable attorneys' fees to Plaintiff is appropriate pursuant to California Code of Civil Procedure §1021.5.

66. Plaintiff, on behalf of himself and similarly situated Class Members, request relief as described below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests the following relief:

A. That the Court determine that this action may be maintained as a class action under California Code of Civil Procedure § 382, and define the Class as requested herein;

B. That the Court find and declare that Defendant has violated Cal. Bus. & Prof. Code § 17602(a)(1) by failing to present the automatic renewal offer terms, or continuous service offer terms, in a clear and conspicuous manner and in visual proximity to the request for consent to the offer before the subscription or purchasing agreement was fulfilled;

C. That the Court find and declare that Defendant has violated Cal. Bus. & Prof. Code § 17602(a)(2) by charging Plaintiff's and Class Members' Payment Method without first obtaining

their affirmative consent to the Terms and Conditions containing the automatic renewal offer terms or continuous service terms;

D. That the Court find and declare that Defendant has violated Cal. Bus. & Prof. Code § 17602(a)(3) by failing to provide an acknowledgement that includes the automatic renewal or continuous service offer terms, cancellation policy, and information on how to cancel in a manner that is capable of being retained by Plaintiff and Class Members;

E. That the Court find and declare that Defendant has violated the UCL and committed unfair and unlawful business practices by violating Cal. Bus. & Prof. Code § 17602;

F. That the Court award to Plaintiff and Class Members damages and full restitution in the amount of the subscription payments made by them pursuant to Cal. Bus. & Prof. Code § 17603, in an amount to be proved at trial;

G. That Defendant be ordered to pay restitution to Plaintiff and the Class due to Defendant's UCL violations, pursuant to Cal. Bus. & Prof. Code §§ 17200-17205 in the amount of their subscription agreement payments;

H. That the Court find that Plaintiff and Class Members are entitled to injunctive relief pursuant to Cal. Bus. & Prof. Code § 17535;

I. That Plaintiff and the Class be awarded reasonable attorneys' fees and costs pursuant to California Code of Civil Procedure § 1021.5, and/or other applicable law; and

J. That the Court award such other and further relief as this Court may deem appropriate.

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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and the Class Members, hereby demands a jury trial on all causes of action and claims with respect to which they have a right to jury trial.

Dated: January 29, 2015

BERMAN DEVALERIO

By: _____
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EXHIBIT 1

NEWS HEADLINES National PTA Unveils #ShareAwesome Public Awareness Campaign

3 Layers of Protection

3 Layers of Protection

DETECT

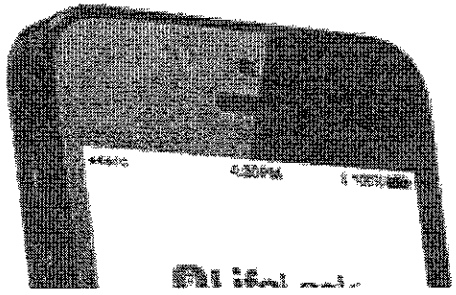
Go ahead, live free knowing we're searching over a trillion data points every day looking for potential threats to your identity.

ALERT

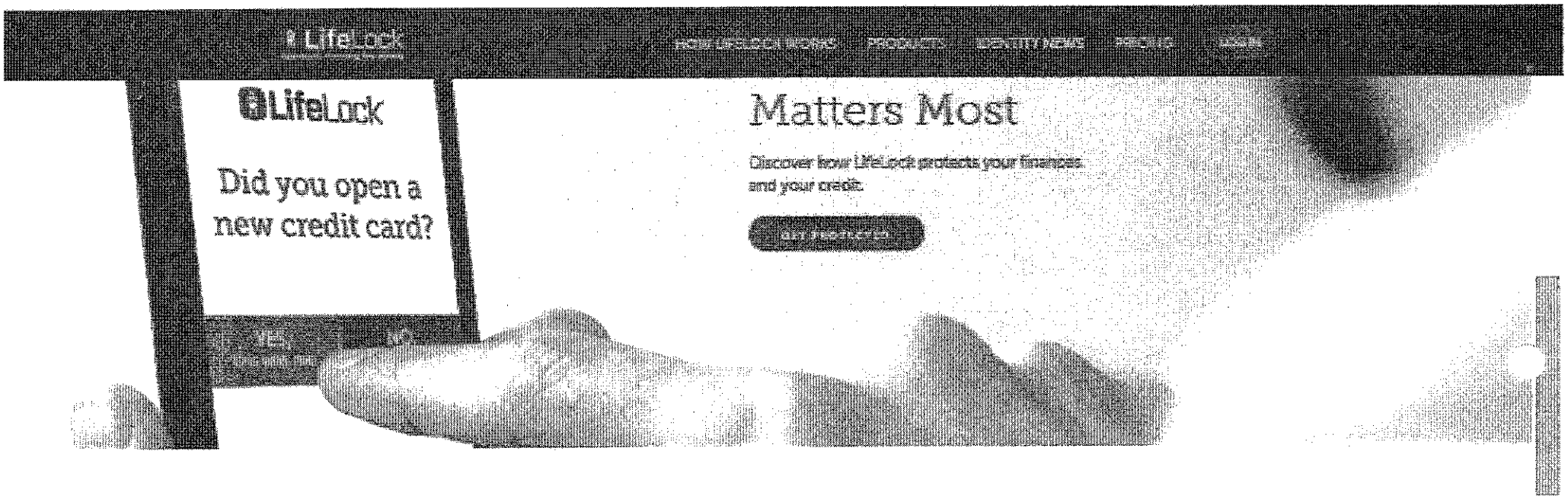
When we find something suspicious, we'll let you know through our patented LifeLock Identity Alert® system†.

RESTORE

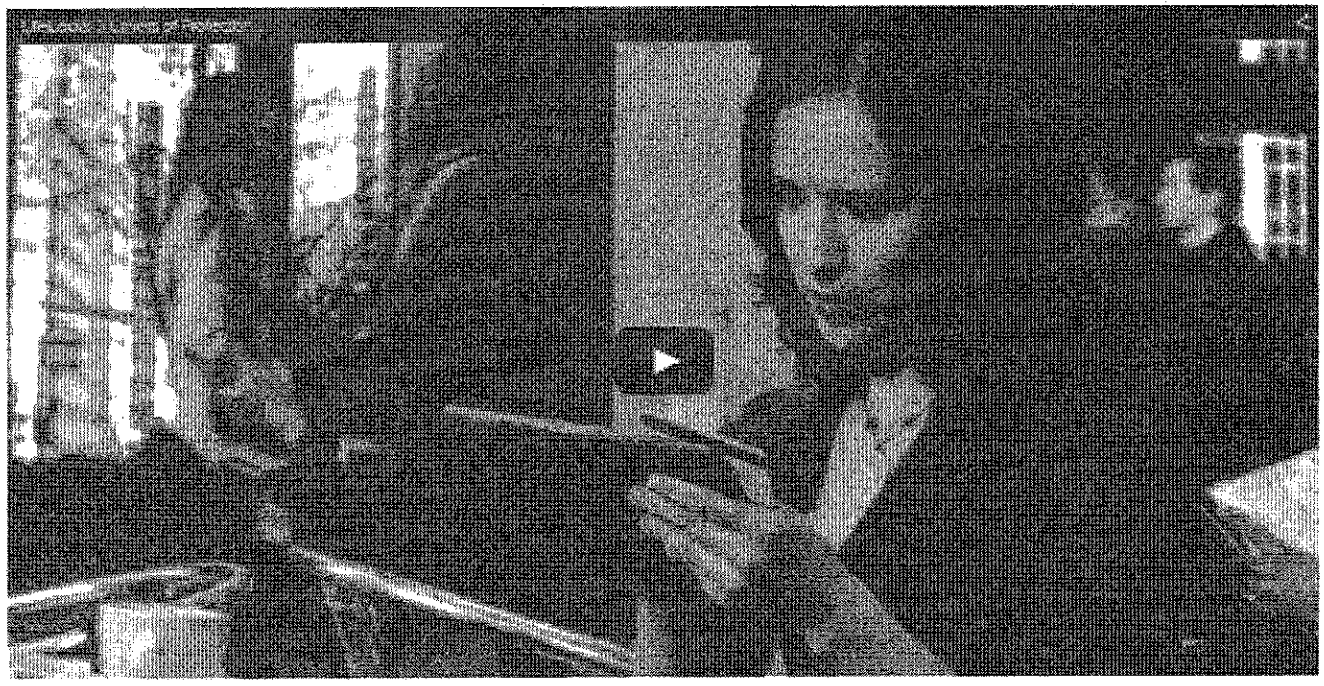
If you do become a victim, our Member Services Agents are available 24/7 and a Certified Resolution Specialist will handle your case every step of the way.



Alerts for What Matters Most



What LifeLock Does



Every identity deserves protection

Choose the plan that's right for you

LIFELOCK STANDARD™	LIFELOCK ADVANTAGE™	MOST COMPREHENSIVE LIFELOCK ULTIMATE PLUS™
$9.99 /MO	$19.99 /MO	$29.99 /MO
$108RD Annually	$219RD Annually	$339RD Annually
ENROLL TODAY	ENROLL TODAY	ENROLL TODAY
LifeLock Identity Alert® System[1]	LifeLock Identity Alert® System[1]	LifeLock Identity Alert® System[1]
Lost Wallet Protection[1]	Lost Wallet Protection[1]	Lost Wallet Protection[1]
Address Change Verification	Address Change Verification	Address Change Verification
Reduced Pre-Approved Credit Card Offers	Reduced Pre-Approved Credit Card Offers	Reduced Pre-Approved Credit Card Offers
Black Market Website Surveillance	Black Market Website Surveillance	Black Market Website Surveillance
Live Member Service 24/7/365	Live Member Service 24/7/365	Live Member Service 24/7/365
$1 Million Total Service Guarantee[1]	$1 Million Total Service Guarantee[1]	$1 Million Total Service Guarantee[1]
	Fictitious Identity Monitoring	Fictitious Identity Monitoring
	Court Records Scanning	Court Records Scanning
	Data Breach Notifications NEW	Data Breach Notifications NEW
	Online Annual Credit Reports and Scores — 1 Credit Bureau	Online Annual Credit Reports and Scores — 3 Credit Bureau

LifeLock

HOW LIFELOCK WORKS | PRODUCTS | IDENTITY NEWS | PRICING | SIGN IN

Online Annual Credit Reports and Scores — 1 Credit Bureau

Online Annual Credit Reports and Scores — 3 Credit Bureau

Credit Card, Checking and Savings Account Activity Alerts[1] NEW

Credit Card, Checking and Savings Account Activity Alerts[1] NEW

Investment Account Activity Alerts[1] NEW

Checking and Savings Account Application Alerts[1]

Bank Account Takeover Alerts[1]

Credit Inquiry Activity

File-Sharing Network Searches

Sex Offender Registry Reports

Monthly Credit Score Tracking

LifeLock Protects You in Ways You Can't Protect Yourself

- In today's always connected world, identity thieves are connected too
- You're at risk every time you bank online, search, shop, text or tweet
- LifeLock helps stop identity fraud before the damage can be done
- And if you do become a victim, we finish

- You're at risk every time you bank online, search, shop, text or tweet
- LifeLock helps stop identity fraud before the damage can be done
- And if you do become a victim, we know exactly what to do

Sign up in less than 3 minutes **Protection starts immediately**

ENROLL TODAY

EXHIBIT 2

LifeLock Service Terms Agreement

Print

Effective Date: July 1 2014

These LifeLock Service Terms and Conditions (the "Service Terms") are a legally binding agreement between LifeLock, Inc. ("LifeLock," "we" "our" or "us") and you ("you," "your" or "yours"), and describe the terms under which you agree to use the LifeLock® identity protection programs, including any applicable Stolen Identity Insurance (the "Protection Programs"), credit monitoring service (the "Credit Monitoring Service") and any other service or product which may be made available to you by us for which you have registered or enrolled or have been registered or enrolled by an authorized third party (collectively the "Services" and individually a "Service"). In these Service Terms we may use the term "Member" which refers to a customer that is enrolled in one of our fee-based Services, such as LifeLock Ultimate, and "User" which refers to a customer of our non-fee based Services such as LifeLock wallet. Collectively we will use the term "Customer" when referring to both Members and Users.

Both our Privacy Policy and our Website Terms of Use, which apply to our website (our "Site") and your use of our Site, are available here and are incorporated by reference into these Service Terms.

YOU REPRESENT THAT YOU ARE A NATURAL PERSON OVER EIGHTEEN (18) YEARS OF AGE, THAT YOUR ACCESS TO OR USE OF THE SERVICES DOES NOT VIOLATE APPLICABLE LAWS, AND THAT YOU AGREE WITH ALL THE TERMS OF THESE SERVICE TERMS. FURTHER, IF YOU ENROLL IN OR USE OUR CREDIT MONITORING SERVICE AND/OR ANY OF OUR PROTECTION PROGRAMS, YOU ALSO REPRESENT AND WARRANT THAT YOU ARE A U.S. RESIDENT, THAT YOU HAVE PROVIDED US YOUR VALID U.S. SOCIAL SECURITY NUMBER, AND THAT YOU SHALL ONLY USE SUCH SERVICES IN CONNECTION WITH YOUR PERSONAL AND BUSINESS ACCOUNTS THAT ARE DIRECTLY ASSOCIATED WITH YOUR VALID U.S. SOCIAL SECURITY NUMBER.

IF YOU DO NOT AGREE TO THESE SERVICE TERMS, YOU MUST NOT ENROLL OR REGISTER FOR ANY OF THE SERVICES OR OTHERWISE USE THE SERVICES. UNLESS YOU CONTACT US WITHIN FIFTEEN (15) DAYS OF RECEIVING YOUR WELCOME EMAIL OR, IF YOU DO NOT RECEIVE A WELCOME EMAIL BECAUSE YOU DO NOT HAVE AN EMAIL ADDRESS, WITHIN FIFTEEN (15) DAYS OF RECEIVING YOUR WELCOME KIT YOUR ENROLLMENT WILL INCLUDE USE OF THE INSURANCE.

YOU MAY TERMINATE YOUR ENROLLMENT IN THE SERVICES AT ANY TIME. IF YOU HAVE ENROLLED IN THE SERVICES DIRECTLY WITH LIFELOCK, TO TERMINATE YOUR ENROLLMENT IN OR USE OF THE PROTECTION PROGRAMS AND/OR THE CREDIT MONITORING SERVICE, YOU MUST CALL 1-800-LIFELOCK (543-3562) OR CANCEL THROUGH YOUR MEMBER PORTAL; TO CANCEL ANY OTHER SERVICES, YOU MUST DO SO BY CALLING LIFELOCK AT 1-800-LIFELOCK (543-3562) OR TERMINATING THE SERVICE IN ANOTHER MANNER AS INSTRUCTED THROUGH THE SERVICE (SUCH AS BY DE-INSTALLING OUR APP ON YOUR MOBILE DEVICE). IF YOU HAVE ENROLLED IN ANY OF THE SERVICES VIA A THIRD PARTY, YOU MUST TERMINATE YOUR ENROLLMENT IN THE SERVICES WITH THAT PARTY.

YOUR USE OF THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF THESE SERVICE TERMS. WE MAY CHANGE, UPDATE, ADD OR REMOVE PROVISIONS OF THESE SERVICE TERMS AT ANY TIME BY POSTING THOSE CHANGES ON OUR SITE. YOUR CONTINUED USE OF THE SERVICES AFTER SUCH POSTING SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES TO THESE SERVICE TERMS IF YOU DO NOT AGREE WITH ANY OF THE UPDATED SERVICES TERMS YOU MUST STOP USING THE SERVICES.

For certain Services, we may allow you to enroll or permit to be enrolled your minor child, if you are his or her parent or legal guardian. We may require you to provide, either directly or indirectly, documentation to us as we deem it necessary in our sole discretion, to prove your relationship with any such minor child. You acknowledge that these Service Terms will apply to your minor child, and you hereby expressly accept these Service Terms on behalf of your minor child. ANY CHILD ENROLLED IN LIFELOCK JUNIOR WILL AUTOMATICALLY BE UPGRADED TO LIFELOCK'S STANDARD ADULT SERVICE, AT THE THEN-CURRENT RATE, UPON TURNING 18 YEARS OF AGE.

1. Enrolling in LifeLock's Services - Members

Depending upon the Services you enroll in, register for, or otherwise sign up for or subscribe to use (collectively, "enroll"), we may permit you to be enrolled (i) by telephone, (ii) at our Site, (iii) by some other method we expressly permit, or (iv) by a third party who is authorized to provide your Personal Information to enroll you on your behalf (collectively, the "Enrollment Process"). In order to enroll in, register for and receive one or more Services, you must provide us with the full and accurate Personal Information that we require for the applicable Services, which may include without limitation your name, address, telephone number, email address, date of birth, driver's license number, Social Security number, and other personal information to verify your identity, as well as financial information such as your credit card number (collectively, "Personal Information"). You agree to keep all Personal Information updated and accurate. In the event we do not

receive all the required Personal Information during your Enrollment Process, you agree that we may, in our sole discretion, use our data base, the data base of our affiliates, or other resources to attempt to complete the required Personal Information on your behalf. If we are unable to obtain the required Personal Information or you fail to authenticate your identity as may be required, the Services for which you have enrolled or registered from us may be limited.

Upon completion of the Enrollment Process, and payment to us of any fees owed you will become eligible to receive the Services for which you have enrolled or registered.

As a Member enrolled in any of the Protection Programs, should you become a victim of identity theft you will be insured for certain losses in accordance with our Service Guarantee and Insurance, which is incorporated by reference into these Service Terms. Along with the Service Guarantee and Insurance, please review our reimbursement guidelines.

YOU UNDERSTAND AND AGREE THAT THE SERVICES SHALL NOT INCLUDE THE PLACING OF FRAUD ALERTS WITH ANY CONSUMER REPORTING AGENCIES. YOU UNDERSTAND THAT WE MONITOR YOUR PERSONAL INFORMATION WITHIN OUR NETWORK USING CERTAIN PROPRIETARY TECHNOLOGIES AND DATABASE INFORMATION OWNED BY OR UNDER LICENSE TO US, BUT NOT ALL TRANSACTIONS, INCLUDING THOSE THAT MIGHT ENTAIL THE POTENTIALLY FRAUDULENT USE OF A CUSTOMER'S INFORMATION, MAY BE MONITORED AND THE SCOPE OF THE NETWORK UTILIZED BY US TO PROVIDE ALERTS MAY CHANGE. YOU ALSO UNDERSTAND AND AGREE THAT IT MAY TAKE UP TO FOUR (4) WEEKS FROM THE DATE YOU ACCEPT THESE SERVICE TERMS AND COMPLETE THE ENROLLMENT PROCESS FOR ALL OF THE SERVICES TO BE FULLY ACTIVATED.

2. Enrolling in LifeLock's Services - Users

We may make certain features and Services available to Users for no fee (the "User Services"), including those we make available on or through your mobile phone or device. User Services may include the ability to receive SMS text messages, email, push notifications and other notifications from the Services (the "Mobile Alerts") and the ability to access the Services for which you have enrolled or registered through our mobile enabled application (our "App").

Users of our User Services are not required to enroll as a Member; however, Users may still be required to register with us. To register for User Services, you must provide us with certain information, including your name and email address, and must also create a username and password.

A. Mobile App Terms and License

Our App offers functionality that allows Members to access their LifeLock portal and membership data and that allows Customers to store affiliation, membership, affinity and payment card information in a mobile wallet. Our App also offers "wallet services," which allow you to submit an image with card and receipt data, to digitize the data, store the image, and access the image and digitized data. As part of the wallet services, payment card information you choose to store in the App may be used to remit payments to third-party developers and merchants who have developed apps and web services that utilize our App's check-out services. Other functionality may also be available on the App such as the ability to receive various promotional offers and benefits.

The App is provided to you under license and your use of the App and any information or data downloaded by or in connection with the App (the "Data") is subject to and limited by the license terms set forth below. We grant you a limited, non-exclusive, non-transferable license to use the App and Data subject to the terms and conditions set forth in this Agreement. You acknowledge that you must be a Member to access the Member-only features of our App. You may (a) install the App on one device at a time, (b) use the App on the screen of such device, and (c) make one copy of the App and Data for back-up, archival purpose provided such copy contains all of the original proprietary notices provided with or otherwise relating to the App or Data. This license will also govern any software upgrades provided by us that replace and or supplement the original App unless such upgrades are accompanied by a separate license in which case the terms of that license will govern. We have no obligation to provide you with any updates, maintenance or support services for the App. The App contains certain third-party software under license to us, including open source software (collectively, the "Third-Party Software"). The Third-Party Software is licensed to you under and subject to the terms of the applicable third-party software licenses, which can be found here.

You may not use or permit others to use the App or Data except under the terms expressly listed above. Without limiting the previous sentence you shall not and shall not permit anyone else to (a) use the App or any device that you do not own or control, (b) use the App or Data for service bureau time sharing or other similar purpose, (c) modify, translate reverse engineer, decompile, attempt to derive the source code of, disassemble (except to the extent that this restriction is expressly prohibited by law) or create derivative works based upon the App or Data, (d) copy the App, including any updates or any part thereof, or Data (except as permitted above), (e) rent, lease, sell, offer to sell, distribute or otherwise transfer rights to the App or Data, (f) develop, sell or distribute applications that integrate with the App or otherwise make use of the Data, (g) remove any proprietary notices or labels on or relating the App or Data, or (h) use the App or Data in any manner that could impair any website that we may own or operate currently or in the future.

The App may be available via one or more mobile app stores or marketplaces (and "App Store") for use on mobile devices, including App Stores provided by Apple, Inc., Google, Inc., Amazon.com, Inc. and Microsoft,

Inc. Apple, Inc., Google, Inc. Amazon.com, Inc. and Microsoft, Inc. are each a "Provider" for the purposes of these Terms with respect to any App downloaded from one of their respective App Stores. To use the App you must first download it from an App Store and then register with us, by providing your name, email address and other information, and setting a password.

You acknowledge that this Agreement is between you and LifeLock only, and not with any Provider. Your use of our App must comply with the then-current Terms of Service applicable to the App Store(s) from which you downloaded our App. LifeLock, and not Provider, is solely responsible for our App and the services and content available thereon. You acknowledge that Provider has no obligation to provide maintenance and support services with respect to our App. To the maximum extent permitted by applicable law, Provider will have no warranty obligation whatsoever with respect to our App. We and not Provider are responsible for addressing any questions, comments or clams relating to the App and or your use of the App including but not limited to any product liability claims, claim that the App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and for the investigation, defense, settlement and discharge of any third-party intellectual property infringement claim related to our App or your possession and use of our App. You agree to comply with all applicable third-party terms of agreement when using our App (e.g., you must not be in violation of your wireless data service terms of agreement when using the App). Provider is a third-party beneficiary to this Agreement. Upon your acceptance of this Agreement Provider will have the right (and will be deemed to have accepted the right) to enforce this Agreement with respect to the App.

In the event of a third-party claim that the App or your possession of and/or use of the App infringes a third party's intellectual property rights, we, not Provider, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

B. Mobile Alert Service

If you are a Member and you elect to enroll in our Mobile Alert Service, you acknowledge and agree that we may continue to send you alerts and other notifications via the email address or telephone number you provided to us or through another method as expressly agreed to by us in writing, until you notify us that you no longer wish to receives these Mobile Alerts. You can choose what types of Mobile Alerts you would like to receive, including where eligible Transaction Monitoring or Credit Monitoring Mobile Alerts. You should note that Mobile Alerts sent to you are not encrypted. You should take steps to protect your email and/or any devices through which you access or receive such alerts to safeguard against unauthorized access.

THE FREQUENCY OF MOBILE ALERTS WILL VARY BASED ON THE KINDS OF ALERTS AND OTHER NOTIFICATIONS (INCLUDING PUSH NOTIFICATIONS ON YOUR MOBILE DEVICE) YOU SIGN UP TO RECEIVE PURSUANT TO YOUR SERVICES. STANDARD TEXT MESSAGING RATES APPLY (INCLUDING WHERE APPLICABLE ROAMING CHARGES), SO PLEASE CONTACT YOUR MOBILE PHONE CARRIER FOR DETAILS AND FEES. YOU WILL BE RESPONSIBLE FOR ALL TEXT MESSAGING AND DATA PLAN FEES CHARGED BY YOUR MOBILE PHONE SERVICE. MOBILE ALERTS ARE PROVIDED AS A COURTESY TO YOU. WE DO NOT GUARANTEE THE ACTUAL, COMPLETE OR TIMELY DELIVERY OF ANY MOBILE ALERTS. WE ARE NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIM ANY AND ALL LIABILITY RELATED TO, THE FAILURE OF ANY MOBILE ALERT TO BE ACTUALLY, ACCURATELY, FULLY OR TIMELY DELIVERED TO YOU FOR ANY REASON WHATSOEVER, INCLUDING THOSE CAUSED BY A TECHNICAL ERROR OR OTHER PROBLEM WITH OUR SYSTEMS, THOSE OF YOUR MOBILE SERVICE PROVIDER, A THIRD PARTY COMPANY OR ISSUES RELATED TO YOUR MOBILE SERVICE ACCOUNT OR MOBILE DEVICE.

3. Changes to the Services

We reserve the right to change, modify, add to, discontinue, or retire any Service and/or any aspect or feature of a Service at any time. We shall provide notice of changes to products and services by posting them on the Site. We have no obligation to provide you with direct notice of any such changes in any other manner. If any change(s) involve the payment of additional fees, we will provide you with the opportunity to approve such fees. If you fail or refuse to approve such fees, we may, in our sole discretion, terminate your current enrollment or use, continue to support your current Service(s) without the change, or replace your Service(s) with other Service(s). If we terminate your current enrollment in or use of any Service(s) on account of your failure or refusal to approve such fees, then we shall refund, on a pro-rata basis based on the remaining term of the current license. If we update any Service without requiring an additional fee and you object to such change, your sole remedy shall be to terminate your use of the Service.

4. Transaction Monitoring Feature

You may be eligible to use the transaction monitoring feature ("Transaction Monitoring") of our Services. To sign up for Transaction Monitoring, you must provide us with the account credentials ("Account Credentials") for your eligible financial account(s) (such as credit card accounts, checking and savings accounts and investment accounts) at participating third party institutions, and authorize LifeLock to use your Account Credentials to directly access your account data at these third-party companies ("Account Information"). By using the Transaction Monitoring feature and providing us your Account Credentials, you are expressly authorizing LifeLock to access your Account Information on your behalf. You hereby grant LifeLock a non-exclusive, royalty-free, fully paid-up, license to use your Account Information in order to provide our Services to you, and to prepare aggregated and anonymous data derived from your Account Information for our own internal use. If any of your Account Credentials change, you are responsible for providing updated Account Credentials to LifeLock; if you do not, we will not be able to access your Account Information to provide alerts

or notifications for any account for which we do not have your current Account Credentials.

LifeLock Members that sign up for Transaction Monitoring, may be able to receive related alerts via email or mobile device (see Mobile Alerts section about for more details). Transaction Monitoring alerts are only available for certain types of transactions. LifeLock may add or remove the types of transactions for which it will provide alerts at any time and without advance notice to you. Transaction Monitoring and alerts may not be available for all of your accounts, and the scope of Transaction Monitoring and alerts may vary based on the particular financial institution or credit card account.

YOU ACKNOWLEDGE AND AGREE THAT WHEN LIFELOCK IS ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD PARTY SITES, LIFELOCK IS ACTING AS YOUR AGENT FOR THE SOLE AND LIMITED PURPOSE OF OBTAINING YOUR ACCOUNT INFORMATION TO PROVIDE THE SERVICES TO YOU. IF YOU SIGN UP TO RECEIVE TRANSACTION MONITORING ALERTS ON YOUR MOBILE DEVICE, YOU ACKNOWLEDGE AND AGREE THAT NEITHER COMPANY NOR ITS SERVICES ARE INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. RECOMMEDATIONS RELATED TO TRANSACTION ALERTS. WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY BASED ON YOUR RELIANCE ON OR USE OF ANY INFORMATION CONTAINED IN ANYT ALERT OR DUE TO A FAILURE TO SEND OR RECEIVE AN ALERT.

5. Credit Reports

Certain Services may be contingent upon our receipt of your credit report. We will advise you of this requirement prior to obtaining your report. You acknowledge that by continuing to enroll in and order such Services, you are providing us with "written instructions" to obtain your credit report pursuant to the Fair Credit Reporting Act. Any person who knowingly and willfully obtains a consumer credit report or score/disclosure under false pretenses may face criminal prosecution. We do not directly report or provide your credit score to any third party; however, we may use it in accordance with our Privacy Policy.

6. Payment

Certain Services (such as the Protection Programs and Credit Monitoring Product) require payment by or on behalf of you, via a valid credit or debit card or other payment method, to us. By providing such payment information to us or permitting such to be provide on your behalf, you represent that you are authorized to request transactions using the payment method presented. You authorize and agree to make any required payments for the Services on a timely basis. In the case of any credit or debit card payment by you, you authorize us to: (a) submit a transaction using the card information provided to us; (b) submit automatic recurring transactions, including those on a monthly or annual basis for membership renewals; and (c) obtain automatic updates for cards provided to us. You may cancel your membership at any time by phone at 1-800-LifeLock (543-3562) or through your member portal. You further acknowledge and agree that, subject to our then current member authentication procedures, another adult member enrolled on your account may authorize changes to the account, including without limitation to the form of payment, or to the Services including termination of membership or changes that may result in additional charges. In all cases, you are personally responsible for any applicable state, federal, or other taxes that may be associated with your purchase of the Services unless noted otherwise and we may collect all applicable sales taxes.

7. Your Conduct

You understand and agree that perfect security does not exist anywhere, and that you will protect your Personal Information in a reasonable way at all times. Accordingly, you will not recklessly disclose or publish your Social Security number or any other Personal Information to anyone who might reasonably be expected to improperly use or disclose that Personal Information, such as, by way of example, in response to "phishing" scams, unsolicited emails, or pop-up messages seeking disclosure of Personal Information. You also agree that you will, upon request from us, immediately remove from your computer any software that we notify you poses a security risk. To access the Services via our App or online member portal, Customers must have a valid user name and password, which Customers will receive after enrolling or otherwise registering with us for the applicable Service(s). You are responsible for maintaining the confidentiality of any password associated with your use of the Services and the App, as well as any activity within the App and Services using your password(s).

8. Term and Termination

The term of these Service Terms will continue until terminated by you or us, in accordance with the below. We may terminate these Service Terms at any time upon notice to you, with or without cause. Unless terminated by you, your enrollment in the Services shall automatically continue indefinitely, and you shall pay (or cause to be paid) corresponding fees as published by us from time to time. Where authorized by you during the Enrollment Process or later, we will automatically charge your designated payment method upon renewal, unless you first terminate your use of the Services prior to the expiration of the then-current membership term.

A. Customers Enrolled in Service(s) Directly with LifeLock

We may terminate these Service Terms at any time upon notice to you, with or without cause. If we terminate these Service Terms without cause, we will promptly refund a pro-rata portion of any fees already

paid directly to us by Customers for the Services that have yet to be provided.

You may terminate these Service Terms at any time upon notice to us. If you terminate these Service Terms, we will promptly refund to you a pro-rata portion of any fees you have already paid directly to us for the Services that have yet to be provided. To terminate your enrollment in or use of the Protection Programs and/or Credit Monitoring Service, you must call 1-800-LIFELOCK (543-3562) or cancel through your member portal; to cancel any other Services, you must do so by calling LifeLock at 1-800-LIFELOCK (543-3562) or terminating the Service in another manner as instructed through the Service (such as by de-installing our App on your mobile device).

B. Members Enrolled in the Services Through a Third Party

We may terminate these Service Terms at any time upon notice to you, with or without cause. If you have enrolled in or obtained your membership to the Service(s) through a third party, and you wish to terminate these Service Terms, you must notify that third party of your intent to terminate your use of the Service(s); we will terminate your use of the Services and these Service Terms upon notice to us given by such third party. If you are enrolled in any Services through a third party, you will not be entitled to any refund of fees from LifeLock; we shall have no obligation to, and shall not, refund any fees paid by you to a third party.

9. Privacy

You agree that we may use your Personal Information in accordance with our Privacy Policies, which are available here and are incorporated by reference into these Service Terms. You expressly authorize LifeLock, its agents, and its employees to obtain various information and reports about you (or about any minor child that you have enrolled) as we deem reasonably necessary or desirable in the course of performing the Services. We may share your Personal Information with any other person registered on your LifeLock account. You, individually or as the parent or legal guardian of a minor child you enroll or cause to be enrolled, expressly authorize LifeLock, its agents, and its employees to take any steps necessary to implement the Services, including, but not limited to, completing and executing any documents, communicating with third parties, and acting as a personal representative to the fullest extent permitted by law.

10. Ownership of Intellectual Property Rights

We retain all right, title and interest (including all copyright, trademark, patent, trade secrets and all other intellectual property rights) in our Services, our App (including the Data) as well as our trademarks, service marks, designs, logos, URLs, and trade names that are displayed in connection with our Services and our App. Further, your use of or access to our Site and to any content, materials, data or information available on or via our Site, is subject to the LifeLock Intellectual Property Statement, including its applicable provisions on intellectual property, feedback, submissions, and proprietary rights.

11. Local Laws; Export Control

We control and operate the App and Services from our headquarters in the United States of America and the content and features may not be appropriate or available for use in other locations. If you use the App or Services outside the United States of America, you are responsible for following applicable local laws. By using the App or Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

12. Disclaimer of Warranties

UNLESS OTHERWISE EXPLICITLY STATED, LIFELOCK, FOR ITSELF AND ITS LICENSORS, 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. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED THROUGH THE SERVICES IS 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. LifeLock DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

13. Limitation of Liability

OTHER THAN PURSUANT TO THE SERVICE GUARANTEE (FOUND HERE) WHICH APPLIES SOLELY TO MEMBERS ENROLLED IN OUR PROTECTION PROGRAMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, LIFELOCK, OUR AFFILIATES, OUR RESPECTIVE LICENSORS, LICENSEES, AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXTRAORDINARY, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER (HOWEVER ARISING), ARISING OUT OF, RELATING TO OR RESULTING FROM YOUR USE OR INABILITY TO USE OR ACCESS THE SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT

LIMITING THE FOREGOING LIMITATION OF LIABILITY, IN THE EVENT WE ARE FOUND LIABLE FOR DAMAGES TO YOU IN A COMPETENT LEGAL PROCEEDING OUR AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE SERVICE TERMS IS LIMITED TO THE LESSER OF (a) ONE THOUSAND U.S. DOLLARS ($1,000) OR (b) THE AMOUNTS PAID TO US FOR THE SERVICES THAT ARE THE BASIS OF THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE CLAIM. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS ON LIABILITY. ONLY LIMITATIONS THAT ARE LAWFUL IN THE APPLICABLE JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

14. Jurisdiction

These Service Terms and any Services provided hereunder will be governed by the laws of the State of Arizona, without regard to any laws that would direct the choice of another state's laws and, where applicable, will be governed by the federal laws of the United States.

15. Indemnification

You will indemnify and hold LifeLock (and our officers, directors, agents, subsidiaries, joint ventures, licensees, employees, and third-party partners) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Service Terms, or your violation of any law or regulation, or the rights of any third party.

16. Other Rights

You understand and agree that the Fair Credit Reporting Act allows you to obtain copies of annual credit reports, for yourself and for minor children for whom you are the parent or legal guardian, without charge. You also understand and agree that your decision to pay any required payments for the Services and receive the Services under these Service Terms has been made by you as a convenience, and is not legally required. Further, all Customers may request that their name be removed from preapproved credit card mailing lists; to opt out of preapproved credit card offers free of charge, log on to www.optoutprescreen.com or call 1-888-5OPTOUT.

17. General

Neither these Service Terms, nor any rights hereunder, may be assigned by operation of law or otherwise, in whole or in part, by you without our prior written permission. Any purported assignment without such permission shall be void. Any waiver of our rights under these Service Terms must be in writing, signed by LifeLock, and any such waiver shall not operate as a waiver of any future breach of these Service Terms. In the event any portion of these Service Terms is found to be illegal or unenforceable, such portion shall be severed from these Service Terms, and the remaining terms shall be separately enforced. Your use of the Services shall at all times comply with all applicable laws, rules, and regulations. These Service Terms, and all documents incorporated into these Service Terms by reference, are the entire agreement between the parties with respect to this subject matter, and supersede any and all prior or contemporaneous or additional communications, negotiations, or agreements with respect thereto. Our failure to enforce any of these Service Terms is not a waiver of such term. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Service Terms. These Service Terms are solely and exclusively between you and LifeLock and you acknowledge and agree that (i) no third party, including a third-party partner of LifeLock is a party to these Service Terms, and (ii) no third party, including any third-party partner of LifeLock has any obligations or duties to you under these Service Terms.

LifeLock, Inc.

Service Guarantee and Insurance Coverage

LifeLock Service Guarentee

If you are enrolled in a Protection Program, have paid us (or a third party has paid us) all proper fees for such Protection Program, and have fully complied with the Service Terms including, without limitations the provisions of Section 6 (Your Conduct) of the Service Terms, and you nevertheless become a victim of a fraud committed or attempted using your Personal Information without authority, we will, through the provision of Insurance described below or otherwise, retain and pay for those third party professional services that are reasonably necessary in our judgment to assist you in restoring losses or recovering your lost out-of-pocket expenses caused by such fraud. Benefits provided pursuant to this guarantee cover expenses for such third parties up to a maximum of one million dollars ($1,000,000) per identity theft event, provided that:

- You notify LifeLock and the Insurer, as applicable, within ninety (90) days of the date you know, or reasonably should have known, that someone has improperly used your Personal Information to commit an act of identity theft;
- You fully cooperate and are truthful with LifeLock and the Insurer, as applicable, and those third parties retained to assist you, and you agree to execute any documents LifeLock and the Insurer reasonably require;

- You fully cooperate with LifeLock and the Insurer, as applicable, in any remediation process, including, but not limited to, providing LifeLock and the Insurer with copies of all available investigation files from any institution, including, but not limited to, banks, credit institutions, or law enforcement agencies relating to the alleged identity theft;
- You agree that LifeLock and the Insurer, as applicable, will not pay or be obligated for any costs or expenses other than as described in this Service Guarantee, including without limitation fees of any service providers not retained by LifeLock or the Insurer;
- You agree that LifeLock reserves the right to investigate any asserted Service Guarantee claim to determine its validity;
- You agree that LifeLock is not an insurance company, is not a credit repair organization, is not a credit counseling service, and does not promise to help you improve your credit history or rating;
- You agree the maximum amount covered for third party expenses under this Service Guarantee and the Insurance per identity theft shall not exceed $1 million in the aggregate; and
- You agree that we and the Insurer, as applicable, will not make payments to you for any loss or liability you may incur.

Should a bank or other credit institution, after reasonable investigation, determine that your reported loss is not due to identity theft, we and the Insurer, as applicable, may rely on such investigation to determine that the Service Guarantee is not applicable to such loss.

THE FOREGOING SERVICE GUARANTEE STATES THE ENTIRE OBLIGATION OF LIFELOCK AND YOUR ENTIRE REMEDY FOR ANY FAILURE OR DELAY IN PERFORMING THE PROTECTION PROGRAMS. EXCEPT AS SET FORTH HEREIN, THE PROTECTION PROGRAMS AND CREDIT MONITORING PRODUCT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER. LIFELOCK HEREBY DISCLAIMS ALL OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY; ARISING FROM COURSE OF DEALING, USAGE, OR TRADE; AND INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. Some jurisdictions do not allow certain limitations of warranties, so the foregoing may not apply to you.

THIS SERVICE GUARANTEE APPLIES ONLY TO THE PROTECTION PROGRAMS.

Your Insurance Coverage

If you are enrolled in any of LifeLock's Protection Programs, you will be insured for certain losses should you become a victim of identity theft. You will be reimbursed for certain out-of-pocket costs and expenses in the following categories:

(A) Cost of Replacing Documents.

(B) Traveling Expenses.

(C) Loss of Income.

(D) Stolen Handbag, Purse, or Wallet.

(E) Childcare and /Elderly Care.

(F) Travel Assistance.

(G) Fraudulent Withdrawals.

Appendix A to the Insurance Policy (available here) identifies the benefit limits available for the specific Protection Program for which you have subscribed. All Protection Programs are not available in all states.

The Policy will cover certain expenses that we incur on your behalf for legal costs, remediation services costs and case management services costs per Stolen Identity Event; provided, the maximum amount of such legal costs, remediation services costs and case management services costs coverage under the Service Guarantee and the Insurance shall not exceed $1 million in the aggregate per Stolen Identity Event.

Please refer to the Insurance Policy for complete terms and conditions of coverage. The Insurance is underwritten by State National Insurance Company (the "Insurer").

You understand and agree that termination of your membership in any of the Protection Programs, for any reason, constitutes your consent to termination of the Insurance provided to you, and no further notice of such termination will be given to you. In the event the Insurance is terminated by the Insurer, we will notify you of such termination and of any replacement Insurance.

Effective Date: July 1 2014

EXHIBIT 3

LifeLock
Relentlessly Protecting Your Identity

Secure Login | Answer Center | Contact Us

Call Us 1-800-607-7205

Enrollment

1 Select Plan | 2 Your Info | 3 Add Family | 4 Payment Info | Enrollment Complete!

Please take a few minutes to complete the enrollment form below. Upon completing enrollment you will be immediately covered by our $1 Million Total Service Guarantee‡.

1 Select Your Services

Please select the LifeLock protection plan that's best for you.

LifeLock Standard™

$9.99/mo

$109.99 annually

Enroll

SHOW DETAILS

LifeLock Advantage™

$19.99/mo

$219.99 annually

Enroll

SHOW DETAILS

LifeLock Ultimate Plus™

$29.99/mo

BEST VALUE

$329.99 annually

Enroll

SHOW DETAILS

If you have a partner/promo code, please enter it here:

APPLY

*Fastest alerts require member's current email address.

†Network does not cover all transactions.

‡The benefits under the Service Guarantee are provided under a Master Insurance Policy underwritten by State National Insurance Company. Under the Service Guarantee LifeLock will spend up to $1 million to hire experts to help your recovery. As this is only a summary please see the actual policy for applicable terms and restrictions at LifeLock.com/legal.

EXHIBIT 4

LifeLock
Relentlessly Protecting Your Identity

Secure Login | Answer Center | Contact Us

Call Us 1-800-607-7205

Enrollment

1 Select Plan | 2 Your Info | 3 Add Family | 4 Payment Info | Enrollment Complete!

Please take a few minutes to complete the enrollment form below. Upon completing enrollment you will be immediately covered by our $1 Million Total Service Guarantee*.

2 Your Information

Name

[redacted] Middle [redacted]

Email Address

[redacted]

[redacted]

Address *(primary residence)*

[redacted]

Apt, Suite, Bldg (optional)

[redacted]

Date of Birth

[redacted]

Social Security Number

[redacted]

We use the highest level of encryption to secure your personal information

[redacted] *confirm*

Alert Phone Number

[redacted]

Gender

[redacted]

☑ I accept the LifeLock **Terms and Conditions**

* Service Guarantee benefits are provided under a Master Insurance Policy underwritten by State National Insurance Company. See policy terms and restrictions on lifelock.com.

LifeLock Service Terms Agreement

Print

Effective Date: July 1 2014

These LifeLock Service Terms and Conditions (the "Service Terms") are a legally binding agreement between LifeLock, Inc. ("LifeLock," "we" "our" or "us") and you ("you," "your" or "yours"), and describe the terms under which you agree to use the LifeLock® identity protection programs, including any applicable Stolen Identity Insurance (the "Protection Programs"), credit monitoring service (the "Credit Monitoring Service") and any other service or product which may be made available to you by us for which you have registered or enrolled or have been registered or enrolled by an authorized third party (collectively the "Services" and individually a "Service"). In these Service Terms we may use the term "Member" which refers to a customer that is enrolled in one of our fee-based Services, such as LifeLock Ultimate, and "User" which refers to a customer of our non-fee based Services such as LifeLock wallet. Collectively we will use the term "Customer" when referring to both Members and Users.

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Continue

EXHIBIT 5

LifeLock
Relentlessly Protecting Your Identity

Secure Login | Answer Center | Contact Us

Call Us 1-800-607-7205

Enrollment

Select Plan | Your Info | 3 Add Family | 4 Payment Info | Enrollment Complete!

Please take a few minutes to complete the enrollment form below. Upon completing enrollment you will be immediately covered by our $1 Million Total Service Guarantee*.

3 Protect Your Family *(optional)*

Identity theft can happen to anyone, at any time. Don't let your family members become the next victims. While enrolling yourself today, take this opportunity to help protect your family from one of America's fastest growing crimes.

Additional Member

Date of Birth

Relationship

Clear

Go Back

Continue

EXHIBIT 6

LifeLock

1-800-607-7205

Enrollment

Select Plan | Your Info | Add Family | 4 Payment Info | Enrollment Complete!

Credit Card Information

Name on Card

Credit Card Number

CVV Code

Exp Month

Year

Billing Address

Same as my primary address

Billing Options

Annual

Order Summary

Member

[redacted]
LifeLock Standard™ $[redacted]

TOTALS
$[redacted]

Your credit card will be charged a total of $[redacted] today, [redacted] You saved [redacted] with [redacted] annual plan.

Go Back

Place Order

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

ETAN GOLDMAN, individually and on behalf of all others similarly situated, Plaintiff, vs. LIFELOCK, INC., a Delaware corporation, Defendants.	Case No.: 1-15-CV-276235 **ORDER DEEMING CASE COMPLEX AND STAYING DISCOVERY** **Complaint Filed: January 29, 2015** **Judge: Hon. Peter H. Kirwan** **Dept: 1 (Complex Civil Litigation)**

WHEREAS, the Complaint was filed by Plaintiff ETAN GOLDMAN ("Plaintiff") in the Superior Court of California, County of Santa Clara, on January 29, 2015 and assigned to Department 1 (Complex Civil Litigation), the Honorable Peter H. Kirwan presiding, pending a ruling on the complexity issue;

IT IS HEREBY ORDERED that:

The Court determines that the above-referenced case is **COMPLEX** within the meaning of California Rules of Court 3.400. The matter remains assigned, for all purposes, including

discovery and trial, to Department 1 (Complex Civil Litigation), the Honorable Peter H. Kirwan presiding.

The parties are directed to the Electronic Filing and Service Standing Order and to the Guidelines for the Complex Civil Litigation Department, copies of which may be downloaded from www.scefiling.org.

Electronic service under this Order shall be construed by the Court and all parties to be equivalent to personal service. The two court days extension of time for electronic service under CCP § 1010.6(a)(4) does not apply. Any document for which service has not been completed by 5:00 p.m. is deemed served the following business day.

All parties are hereinafter ordered to submit to the Court's E-Filing website digital copies of all documents that were previously manually filed prior to the entry of this Order.

Pursuant to California Rules of Court, Rule 3.254, the creation and maintenance of the Master Service List shall be under the auspices of (1) Plaintiff ETAN GOLDMAN, as the first-named party in the Complaint, and (2) the first-named party in each Cross-Complaint, if any.

Pursuant to Government Code section 70616(c), each party's complex case fee is due within ten (10) calendar days of this date.

Plaintiff shall serve a copy of this Order on all parties forthwith and file a proof of service within seven (7) days of service.

Any party objecting to the complex designation must file an objection and proof of service within ten (10) days of service of this Order. Any response to the objection must be filed within seven (7) days of service of the objection. The Court will make its ruling on the submitted pleadings.

The Case Management Conference remains set for **May 29, 2015 at 10:00 a.m. in Department 1** and all counsel are ordered to attend in person.

Counsel for all parties are ordered to meet and confer in person at least 15 days prior to the First Case Management Conference and discuss the following issues:

1. Issues related to recusal or disqualification;

2. Issues of law that, if considered by the Court, may simplify or further resolution of the case, including issues regarding choice of law;
3. Appropriate alternative dispute resolution (ADR), for example, mediation, mandatory settlement conference, arbitration, mini-trial;
4. A plan for preservation of evidence and a uniform system for identification of documents throughout the course of this litigation;
5. A plan for document disclosure/production and additional discovery; which will generally be conducted under court supervision and by court order;
6. Whether it is advisable to address discovery in phases so that information needed to conduct meaningful ADR is obtained early in the case (counsel should consider whether they will stipulated to limited merits discovery in advance of certification proceedings), allowing the option to complete discovery if ADR efforts are unsuccessful;
7. Any issues involving the protection of evidence and confidentiality;
8. The handling of any potential publicity issues;

Counsel for Plaintiff is to take the lead in preparing a Joint Case Management Conference Statement to be filed fifteen calendars days prior to the First Case Management Conference, and include the following:

1. A Statement as to whether additional parties are likely to be added and a proposed date by which all parties must be served;
2. Service lists identifying all primary and secondary counsel, firm names, addresses, telephone numbers, email addresses and fax numbers for all counsel;
3. A description of all discovery completed to date and any outstanding discovery as of the date of the conference;
4. Applicability and enforceability of arbitration clauses, if any;

5. A list of all related litigation pending in other courts, including Federal Court, and a brief description of any such litigation, and a statement as to whether any additional related litigation is anticipated (CRC 3.300);
6. A description of factual and legal issues – the parties should address any specific contract provisions the interpretation of which may assist in resolution of significant issues in the case;
7. The parties' tentative views on an ADR mechanism and how such mechanism might be integrated into the course of the litigation;
8. Whether discovery should be conducted in phases or limited; and if so, the order of phasing or types of limitations of discovery. If this is a class action lawsuit, the parties should address the issue of limited merits discovery in advance of class certification motions.

To the extent the parties are unable to agree on the matters to be addressed in the Joint Case Management Conference Statement, the positions of each party or of various parties should be set forth separately and attached to this report as addenda. The parties are encouraged to propose, either jointly or separately, any approaches to case management they believe will promote the fair and efficient handling of this case. The Court is particularly interested in identifying potentially dispositive or significant threshold issues the early resolution of which may assist in moving the case toward effective ADR and/or a final disposition.

If this is a class action lawsuit, a copy of the Court's Guidelines for Motions relating to Class Certification is attached to this Order. The Court may set a briefing schedule for Plaintiff's class certification motion at the time of the conference.

Pending further order of this Court, the service of discovery and the obligation to respond to any outstanding discovery is stayed. However, Defendant(s) shall file a Notice of Appearance for purposes of identification of counsel and preparation of a service list. The filing of such a Notice of Appearance shall be without prejudice to the later filing of a motion to

quash to contest jurisdiction. Parties shall not file or serve responsive pleadings, including answers to the complaint, motions to strike, demurrers, motions for change of venue and cross-complaints until a date is set at the First Case Management Conference for such filings and hearings.

This Order is issued to assist the Court and the parties in the management of this "Complex" case through the development of an orderly schedule for briefing and hearings. This Order shall not preclude the parties from continuing to informally exchange documents that may assist in their initial evaluation of the issues presented in this Case.

Plaintiff shall serve a copy of this Order on all the parties in this matter forthwith.

SO ORDERED.

Dated: _____

_____
Honorable Peter H. Kirwan
Judge of the Superior Court