

IdentShield

Identishield Signup Instructions

- ✓ Complete Identishield Service Agreement
- ✓ Sign Identishield Service Agreement
- ✓ Complete Order Form
- ✓ Fax, email or mail application to:

- Fax – 978-278-0601
- Email – hdiMauro@locateplus.com
- Address
LPPolice
Attention: Accounting
2Corporation Way, Suite 150
Peabody, MA 01960

Upon receipt of the Service Agreement and initial payment you will receive a confirmation email with instructions.

Identishield Service Agreement

Identishield product is only available to current subscribers of LPPolice or Entersect Police.

Entersect Police Account Account # _____

LPPolice Account Account # _____

Department/Agency

Department/Agency Name: _____ Physical Address (no P.O. Box): _____

City: _____ State: _____ Zip _____ Office Phone (Land line only): (____) _____ Fax: (____) _____

Principal Contact Information

Name: _____ Title: _____

Mobile Phone: (____) _____ Email Address: _____

TERMS AND CONDITIONS

This Customer Service Agreement (the "Agreement") sets forth all the terms and conditions associated with your use of the services offered by or through USA Protect LLC. Acceptance: Your acceptance of this Agreement is by using the service and will have the same legal effect as if you were providing a handwritten signature of acceptance.

1. Services Provided

Identishield offers you, among other things, the ability to make local toll, domestic long distance and international telephone calls using touch-tone telephones by dialing various access numbers made available on to you, entering a Personal Identification Number ("PIN") and dialing the called party. In addition, it offers a call recording and caller ID masking capability on voice calls. Identishield also offers an SMS Masking service. All of these services are provided on a pre-paid basis only and do not require you to change your current telephone service provider(s) in order to use the services. A complete list of Identishield services can be found on the Website. Identishield is not responsible for reimbursements for calls made with another service while Identishield is temporarily unavailable.

2. Acceptable Conduct

You agree to use the Identishield services only for purposes that are lawful in the jurisdictions where you are calling from and calling to. You shall not transmit any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable material of any kind, including but not limited to any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. In particular, depending on the state or country in which you are located or the person you are calling or sending an SMS to is located, you may violate a country's or a state's law by recording a telephone conversation without informing the other party. In addition, it is a violation of U.S. law to, and you shall not, use the caller ID masking feature in connection with telemarketing or debt-collection calls. While sending an SMS with a masked number is not illegal in the U.S., sending an SMS with a masked number may violate the laws of other countries, and before using the service you should check the laws of the country in which you are located and in which the person you are sending an SMS to is located. If Identishield concludes that you are masking a number to affect the results of a survey or contest conducted by a third party, its network equipment may complete the call after changing the number you have chosen to mask, and Identishield may provide the third party with notice that the call has been masked (but not, except pursuant to subpoena or other legal process, the actual calling number or any personal information about you). Identishield reserves the right to immediately, and without notice, terminate or discontinue your Account and PIN in the event it determines in its sole discretion that you have committed fraud or violated any applicable law or regulation or any term or condition of this Agreement. In order to combat harassing or illegal conduct, including fraud and unauthorized access to voicemail, Identishield may monitor or record customers' calls, review customers' recordings stored on its or Identishield providers servers, and provide call detail records or recordings to law enforcement agencies. Identishield equipment routinely archives the text of any SMS sent via the SMS Masking service.

3. Opening an Account

In order to become an Identishield customer, you must complete an application form on the Website, provide a valid credit card number and select a non-refundable, preset dollar value of service you wish to purchase. As part of the application, you will provide Identishield with a unique username and a password. Identishield will then send you an electronic notification (in the form of an e-mail message) confirming that you have become a Identishield customer and the value of service you purchased for your Identishield account ("Account"). The electronic notification will also provide you with a unique PIN, which you must use when accessing Identishield services.

4. Usernames/Passwords/Personal Identification Numbers

YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME, PASSWORD AND PIN AND YOU AGREE TO PAY FOR ALL SERVICES CHARGED TO YOUR ACCOUNT USING YOUR PASSWORD OR PIN WHETHER OR NOT YOU HAVE AUTHORIZED SUCH USE. If you believe that your Account, Username, Password or PIN are being used in an unauthorized manner, you agree to contact Identishield within one calendar day so that appropriate action can be taken to modify your Account. Please be aware that account information will be sent to the email address that you have provided to Identishield. Therefore, you should use a secure email address. Identishield is not responsible for the actions of any person that accesses that email account. Please note that you are responsible for any and all charges to your account and Identishield cannot be held responsible for fraudulent charges that result from theft or fraudulent use of your credit card, password or PIN.

5. Access Numbers

To access Identishield services in the United States, you must dial a telephone number (e.g., 555-555-5555). After dialing an access number you must enter your PIN and then the destination telephone number. **In other countries, there may be a charge to call the local access number. Before you use any local access number, check with your local telephone service provider to ensure that no toll charges are associated with calls to that local access number. Identishield will not reimburse you for any extra charges assessed by your local phone company as a result of dialing one of Identishield access numbers.**

6. Payment

IDENTISHIELD SERVICES ARE PROVIDED ON A PREPAID BASIS ONLY. As you use Identishield services, your Account will be debited accordingly. No services will be provided if your Account does not have a sufficient balance to cover the cost of the service.

7. Recharging Account

In the event you want to use services whose cost exceeds the remaining balance in your Account, you may recharge (or supplement) your Account by purchasing additional service in non-refundable, preset dollar values.

8. Rates

Identishield rates are listed on its Website and are incorporated by reference herein. You are responsible for checking all applicable rates/promotions before making any call using Identishield services. Subject to the provisions of Paragraph 9 below, Identishield reserves the right, at its sole discretion, to modify its rates at any time and/or to offer special promotions.

9. Email Notification

You are responsible for maintaining a current email address and for reading email from Identishield so that we can notify you of updates to Identishield service and any customer account information.

10. Billing Increments

Charges for telephone calls are measured in whole minutes. All fractions of a minute are rounded up to the next whole minute (e.g., a call which lasts 25 seconds will be charged for one minute). Timing on calls begins when your PIN is entered. Timing terminates when Identishield network receives an "on hook" signal from the terminating carrier. Identishield will not, and is not obligated to, provide refunds for any calls made using its service.

11. Billing Information

Identishield does not send invoices to its customers.

12. Billing Disputes

You must notify Identishield by e-mail of any disputed charges within thirty (30) days of the charge being posted to your Account. Identishield will attempt to resolve all disputes within thirty (30) days of being notified of a dispute. To the extent Identishield determines, at its sole discretion, that a billing adjustment is warranted, your Account will be credited accordingly. If you fail to notify Identishield of a billing dispute as noted above, you will waive all rights to bring any claim regarding the disputed charges.

13. Ownership of Account

Identishield recognizes the person whose name is listed on the Account as the sole owner of the Account, even where payment on the Account is made using the credit card of a parent or other person.

14. Cancellation

You may discontinue service at any time upon notice (either electronic or written) to Identishield. We will then shut down access to your Account. You will not be entitled to any refund of the unused balance in your Account if you discontinue service. Additionally, you will remain responsible for payment of all charges for services rendered up through the date you discontinue service.

15. Expiration Policy

Your PIN (and thus any remaining balance in your Account) will expire six (6) months from the date of sign up or last recharge on the Account. If you request an extension of the expiration period from Identishield (either written or electronic) prior to the expiration of the six (6) month period, Identishield may, at its sole discretion, attempt to provide you with an extension of the expiration date of your Account balance and your PIN. All extensions will be confirmed by Identishield via e-mail. Identishield is not obligated to provide you with such an extension nor is Identishield obligated to refund any remaining balance left in your Account.

16. Termination

Identishield reserves the right, at its sole discretion and for any reason, to (a) terminate this Agreement and your access to its services, upon five (5) days electronic notice and/or (b) to refuse to allow you to recharge your Account. If fraud is suspected, Identishield has the right to put an Account immediately on hold until further investigation takes place.

17. Government Taxes

Identishield reserves the right to pass any new government taxes, fees or surcharges on to customers by changing its rates.

18. Limitation of Liability

IDENTISHIELD SHALL NOT BE LIABLE FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, DEFECTS AND/OR ERRORS IN TRANSMITTING, RECEIVING, ORIGINATING, TERMINATING AND/OR DELIVERING TELEPHONE CALLS, REGARDLESS OF THE NATURE OF THE CLAIM. IDENTISHIELD SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, AND EXEMPLARY OR PUNITIVE DAMAGES, OR LOSS OF PROFIT OR REVENUES, EVEN IF IDENTISHIELD HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IDENTISHIELD IS NOT LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGES ARISING OUT OF OR RELATED IN ANY WAY TO YOUR USE OF OR YOUR INABILITY TO ACCESS, OR YOUR DIFFICULTY IN ACCESSING, ITS SERVICE THROUGH TOLL OR LOCAL ACCESS NUMBERS. IDENTISHIELD IS NOT LIABLE FOR ANY TOLL CHARGES YOU MAY INCUR IN USING A LOCAL ACCESS NUMBER. IDENTISHIELD SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO PRODUCTS, SERVICES AND/OR INFORMATION OFFERED OR PROVIDED BY THIRD-PARTY VENDORS AND ACCESSED THROUGH THE WEBSITE OR BY ANY OTHER MEANS. IDENTISHIELD ALSO SPECIFICALLY DISCLAIMS ANY LIABILITY OF ANY KIND FOR COSTS OR DAMAGES ARISING OUT OF PRIVATE OR GOVERNMENTAL LEGAL ACTIONS RELATED TO YOUR USE OF ANY OF THE IDENTISHIELD SERVICES IN ANY COUNTRY.

19. No Warranties

IDENTISHIELD DOES NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO THE MERCHANTABILITY, TECHNICAL COMPATIBILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SERVICE, PRODUCTS OR MATERIAL PROVIDED FOR PURSUANT TO THIS AGREEMENT. IDENTISHIELD ALSO SPECIFICALLY DISCLAIMS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE LEGALITY OF THE USE OF ANY OF THE IDENTISHIELD SERVICES IN ANY COUNTRY OTHER THAN THE UNITED STATES OF AMERICA.

20. Force Majeure

Identishield shall not be liable for its failure to perform any of its obligations under this Agreement if such failure is the result of a force majeure, including but not limited to acts of God, fire, strikes, explosions, power failure, earthquake, flood, water, labor disputes, terrorism, failure of any satellite or other connecting telecommunications facilities, or any other matter beyond the reasonable control of Identishield.

21. Indemnity

You agree to indemnify, defend and hold USA Protect LLC, its officers, directors, employees, agents, shareholders, licensors, suppliers and any third party information providers and any provider to the Identishield product, harmless from and against all claims, actions, proceedings, expenses, damages and liabilities, including attorney's fees, which are the result of, or are in any way related to, your use of the Website or Identishield services, or your transactions or communications with third-party vendors initiated via the Website.

22. Arbitration

All disputes, claims and/or controversies, including but not limited to billing disputes, matters of construction, interpretation and/or enforcement, arising out of or in any way connected to this agreement shall be submitted for final and binding resolution to a single arbitrator selected in accordance with the rules of the American Arbitration Association. The arbitration shall take place in Boston, Massachusetts. The award rendered by the arbitrator may be entered as a judgment in any court of competent jurisdiction. The cost of the arbitration and the attorneys' fees of the prevailing party shall be assessed against the party against whom the award is rendered.

23. Consent to Communications

By entering into this agreement, you consent to the receipt of electronic mail ("e-mail") from Identishield and customer service phone communication. In addition to sending you e-mail notifications as provided for above, Identishield may also send you e-mail about services and products we believe may be of interest to you. You may opt out of future e-mails about products or services by contacting us by e-mail. Identishield reserves the right, however, to continue to contact you regarding important information relating to your account, or this agreement.

24. Modifications/Amendments

This agreement may be modified or amended by Identishield at any time. Unless otherwise provided, all such modifications or amendments shall be effective immediately upon posting on the Website under "Terms and Conditions." Furthermore, you will be asked to verify acceptance of these terms when you sign up and recharge your account. YOUR CONTINUED USE OF YOUR ACCOUNT AFTER RECEIVING THE NOTICE WILL BE CONCLUSIVELY DEEMED TO BE ACCEPTANCE OF ANY SUCH MODIFICATIONS.

25. Trademarks

All corporate names, service marks, logos, trade names, trademarks, websites and domain names of Identishield (collectively "Marks"), including but not limited to "Identishield" are and shall remain the exclusive property of Identishield and nothing in this agreement shall grant you the license to use such Marks without the express written permission of Identishield. USA Protect LLC retains ownership and all rights to the Identishield name, logo, software, databases, reports, web site, and information. Identishield reserves the right to restrict the use of its name, system, logo, software, lists, databases, reports, and any information created or obtained by Identishield.

26. Severability

If any provision of this agreement is held to be invalid, illegal or unenforceable, the remaining provisions of this agreement will continue in full force and effect.

27. Integration

Entire Agreement This agreement, together with any written amendments or modifications, constitutes the entire agreement between you and Identishield with respect to the services provided hereunder. It supersedes and replaces all prior or contemporaneous understandings or agreements, written, electronic or oral, between you and Identishield.

28. Governing Law

This agreement and all modifications/amendments thereto, shall be governed by the law of the State of Massachusetts, U.S.A., without giving effect to its conflicts of laws principles.

29. Disclaimer

The materials contained on this web site are provided for general information and entertainment purposes only and do not constitute any form of advice. Identishield assumes no responsibility for the accuracy of any particular statement and accepts no liability for any loss or damage which may arise from reliance on the information contained on this site.

30. Language

All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

DEPARTMENT/AGENCY NAME: _____

BY: _____ TITLE: _____

SIGNATURE: _____ DATE: _____



Order Form

IDENTISHIELD SERVICES ARE PROVIDED ON A PREPAID BASIS ONLY. As you use Identishield services, your Account will be debited accordingly. No services will be provided if your Account does not have a sufficient balance to cover the cost of the service.

Charges for telephone calls are measured in whole minutes. All fractions of a minute are rounded up to the next whole minute (e.g., a call which lasts 25 seconds will be charged for one minute). Timing on calls begins when your PIN is entered. Timing terminates when Identishield network receives an "on hook" signal from the terminating carrier. Identishield will not, and is not obligated to, provide refunds for any calls made using its service.

Cost of credits is \$.30 each. One credit is equal to one minute. Minimum purchase of 100 credits required.

First time order* (*Please note that first time orders take 5 days to process)

Reorder Account # _____

100 credits /\$30 200 credits/\$60 300 credits/\$90 400 credits/\$120 500 credits/\$150 Other _____

Billing and Payment Information

Credit Card Information:

Choose Card Type: Credit Debit

Choose Card: Visa MasterCard Discover Amex

Credit Card #: _____ Exp (MM/YY): _____

Please indicate if this is a Business or Personal Credit Card

Name as it appears on Card: _____

Credit Card Bill to Address: _____

City: _____ State: _____ Zip: _____

Cardholder Signature: _____ Date: _____

*Billing Approval Signature: _____ Date: _____

**Required if billing requires approval other than that of the User*

Billing Printed Name: _____ Date: _____

Company Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

DEPARTMENT/AGENCY NAME: _____

BY: _____ TITLE: _____

SIGNATURE: _____ DATE: _____