



IDENTITY LOCK AGREEMENT


This membership agreement made on the	Between the Membership Applicant	And CAT Platinum Visa Credit Card and Identity Lock for Identity and Credit Protection Services.
Date: %s %s	Name: %s %s Email: %s Tel (Home): %s Address: %s City: %s Province: %s Postal Code: %s	CAT Platinum Visa Card (Provider) 9625 Macleod Trail SW Calgary, Alberta T2J 0P6 1-866-530-3646 (403) 301-5380 (fax)

1. For the purposes of this Agreement:
 - a. **"Services"** shall include services, communications, updates, analysis, or advisements performed by anyone in Identity Lock or its Affiliates or its Partners in relation to the CAT Platinum Visa Credit Card.
 - b. **"Software"** shall mean any application software or platform access provided Identity Lock at any given time, whether downloaded to your computer, or utilized online as part of the Services. The Software includes the program and any and all copies and the documentation delivered in connection with the software. Software also may apply to use of websites, domains, emails, Digital Signatures, logins or other electronic accesses.
 - c. **"Content"** shall mean the downloadable files which are interpreted by a web browser for display with or without plug-ins.
 - d. **"Party"** and **"Parties"** shall individually collectively refer to Identity Lock and the CAT Platinum Visa Credit Card Holder (Card Holder)
2. Subject to an identity breach or theft having occurred and being reported by Card Holder and Card Holder having an active CAT Platinum Visa Credit Card, Identity Lock will provide monthly monitoring of Card Holder's credit report; and help Card Holder navigate through the process of eliminating errors, compliance violations and inaccurate information on their credit report. Identity Lock Credit Experts will provide knowledge and support.
3. It is the responsibility of the Card Holder to provide new and recent credit reports on a monthly basis or other basis to facilitate Identity Lock analytics and review of their credit report. It is recommended that the Cardholder obtain a membership with Equifax. If the Card Holder wants Identity Lock to monitor both Equifax and TransUnion, the Card Holder will provide Identity Lock with both credit reports.
4. The Card Holder agrees that Identity Lock has not made any guarantees or representations regarding success rates, results or outcomes in any way. It is the Card Holder's responsibility to provide Identity Lock with notice of an identity breach or theft and credit reports throughout the term of the Agreement. For greater certainty, Identity Lock will only provide these services while Card Holder has an active CAT Platinum Visa Credit Card and is paying monthly fees.
5. Member consents to Identity Lock using their email address and their CAT Platinum Visa Credit Card account as a method of communication. Card Holder agrees to waive liability for Identity Lock in the event that Card Holder shares their login code or password to their email or account. Identity Lock can and may log such access information such as time of usage and IP addresses from all parties that enter the domain of its proprietary software, and will record digital, oral or any other communications with Card Holder. Card Holder agrees that they will be the only person that will be access their email, and that their use of the Software and Services is only for their personal usage.
6. Card Holder expressly agrees and warrants that they are in full agreement with all the terms in the Agreement. Their use of the CAT Platinum Visa Credit Card and the Identity Lock website, software and service constitutes their full acceptance of all such terms.
7. In the event that one of the provisions contained within this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or lack of enforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included. Failure at any time by one of the Parties to enforce any of the provisions of this Agreement shall not preclude any other or further enforcement of such provision.
8. Card Holder agrees in good faith to resolve any dispute or claim they have with Identity Lock; holding mediations, arbitrations and civil actions only in Calgary, Alberta; and agrees that all matters and proceedings under this Agreement are governed solely by the law of the Province of Alberta; and that the courts of the Province of Alberta have exclusive and sole jurisdiction over matters and proceedings arising under this Agreement and no other court.
9. Identity Lock's sole and entire maximum liability for any inaccurate information, for any reason, and Member's sole and exclusive remedy for any cause whatsoever under the Agreement, shall be limited to the amount paid by Member for the CAT Platinum Visa Credit Card. Identity Lock is not liable for any indirect, special, incidental, or consequential damages, whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, and even if advised of the possibility of such damage. The limitations of damages set forth above are fundamental elements of the basis of the Agreement between the Parties.
10. The documents, Services and Software provided by Identity Lock may be used solely for personal, non-commercial, and informational purposes in accordance with the terms and conditions. This Agreement shall become effective as of the date of (i) your Digital Signature for the CAT Platinum Visa Credit Card or (ii) Member's receipt of an e-mail confirming your order for the CAT Platinum Visa Credit Card, whichever happens first.
11. Card Holder agrees and warrants that the contact information provided to CAT Platinum Visa Credit Card and Identity Lock is complete and accurate, and agrees to notify CAT Platinum Visa Credit Card and Identity Lock of any change to any such contact information. Contact information includes your name, mailing address, telephone number, fax number, and e-mail.
12. Card Holder agrees and warrants that no data will be transmitted while using Identity Lock Services that contains material which is harmful, violent, threatening, abusive or hateful. Card Holder further agrees not to transmit data which is libelous, slanderous, defamatory, or in violation or infringement of any common law or other right of any person or other entity, including, without limitation, privacy rights, and proprietary rights. Card Holder agrees and warrants that they shall not engage in any false, deceptive or fraudulent activities in association with their use of CAT Platinum Visa Credit Card and the Identity Lock Services and Software.
13. Card Holder agrees that they will use Identity Lock Services and Software in a manner consistent with this Agreement, and shall not in any way impair the functioning or operation of the Identity Lock website or network. Should use of CCF Services and Software result in an overly high load on our servers, website or network, Identity Lock shall, in our sole discretion, suspend your account until the cause of any such overload is determined and resolved.
14. Card Holder represents and warrants that they are over the age of majority and are fully competent to enter into this Agreement. Card Holder agrees to comply with all Canadian federal, provincial and municipal laws while using Services and Software. Card Holder also agrees to abide by all federal and local rules regarding online conduct and acceptable content. Specifically, Card Holder agree to comply with all applicable laws regarding the transmission of technical data in Canada.
15. While using Identity Lock Services and Software, communication with Identity Lock Credit Experts, and during the course of this Agreement, Card Holder may gain access to certain confidential, proprietary and trade secret business or technical information belonging to Identity Lock (Confidential Information). Card Holder agrees to preserve the confidentiality of all Confidential Information that is provided in connection with the use of Services and Software and Credit Expert communications, and shall not, without the prior written consent from Identity Lock, disclose or make available to any person, or use for your own or any other person's benefit, any Confidential Information; and further agree that Identity Lock retain all rights and title to such Confidential Information.
16. It is Identity Lock policy to respect Card Holder privacy, and comply with applicable federal and provincial privacy legislation, in accordance with privacy policies described in the Privacy Statement for the CAT Platinum Visa Credit Card. Subject to the Privacy Statement, Identity Lock will not disclose any personal information about Card Holder without prior written consent unless required by law or where such disclosure is a direct result of a violation of this Agreement. Identity Lock reserves the right to monitor accounts and any sub-accounts for the purpose of investigating violations to this agreement or assist with criminal or civil investigations.

17. In the event that any one or more of the provisions or terms contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this shall not affect any other provision or terms, and this Agreement shall be construed as if such provision had never been included.
18. By signing electronically or otherwise, Card Holder consents to electronically signing any and all documents, forms or agreements related to the Identity Lock Service. Card Holder also acknowledges and agrees digitally signed documents, forms or agreements shall have the same binding legal effect as if the electronically signed document, form or agreement were physically hand-signed in ink. Card Holder also consents to receive Identity Lock program related documents, forms, and/or agreements in electronic or digital form. By signing, Card Holder consents to Identity Lock monitoring and recording any phone call conversation between Identity Lock and Card Holder for quality assurance or other business purposes.
19. Card Holder agrees to receive via email or via Identity Lock website material updates or modifications regarding this Agreement or the Services and program; and agrees to proactively check emails from CCF-Identity Lock and their website to stay updated regarding the Services, program and Agreement's terms and conditions. Card Holder will be deemed to have received electronic messages if sent to the last known email address provided to Identity Lock. Continued use of the Identity Lock Services, program and/or website constitutes affirmation of any such modifications. Identity Lock reserves the right to modify this Agreement by providing 30 (thirty) days' notice for modifications to this Agreement, Services or program.
20. Identity Lock shall not be liable for delay or default in the performance of its obligations under this Agreement if such delay or default is caused by conditions beyond its reasonable control, including but not limited to, fire, flood, accident, earthquakes, electrical outages, telecommunications line failures, network failures, acts of God, or labor disputes.
21. This Agreement constitutes the entire agreement between Identity Lock and the Card Holder and this Agreement supersedes any and all prior agreements and representations. This Agreement may be executed in counterparts and, if so executed, shall constitute one Agreement binding on all Parties. Whenever used, the singular shall include the plural, and the plural the singular. The Agreement and the documents prepared in relation shall be construed without regard to any presumption or other rule requiring construction against the Party who drafted it.
22. The Parties agree no dispute shall be ripe for mediation, arbitration or court proceedings unless and until the Parties have, in good faith, made reasonable efforts to resolve any and all disputes informally, and provide advance written notice to of any such dispute. The notice is the triggering event for the Parties' obligation to attempt an informal, good faith resolution of any dispute. If the dispute cannot be worked out within a reasonable timeframe, then the next step would be mediation, arbitration, and then civil proceedings. If any legal action or other proceeding is brought by either Party for the enforcement or interpretation of this Agreement, each Party shall be responsible for its own incurred solicitors' fees and mediation, arbitration and litigation costs. Identity Lock reserves the right to assign its rights under this Agreement, to delegate its duties under this Agreement, or to sell this Agreement in whole or in part.
23. All persons agree that the Agreement is only written in the English language. Toutes les personnes conviennent que la \Contrat est seulement écrit dans la langue anglaise. Whereas the Parties entering into this Agreement confirms that they have read and understand all of the contents, terms and conditions within this Agreement.

If you do not understand this agreement please seek legal advice and counsel or contact us for further information or clarification prior to signing.

This Agreement is hereby signed on %s on an Electronic Data System located in Alberta, Canada. The Applicant hereby engages the services of an Alberta Corporation and is aware that all services will be performed in Alberta.

Date: %s	Platinum Visa Credit Card Holder Signature:	Identity Lock Signature: 
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