

Brown Calls on Equifax to Remove Forced Arbitration from Credit Monitoring, Following Data Breach

Senator Warns Victims: Read Carefully before Signing away your Rights

Friday, September 8, 2017

WASHINGTON, D.C. — U.S. Sen. Sherrod Brown (D-OH) – ranking member of the U.S. Senate Committee on Banking, Housing, and Urban Affairs – is calling on Equifax to immediately remove forced arbitration from all services offered to customers following a data breach that exposed 143 million Americans to identity theft. Equifax is currently touting free credit monitoring and identity protection services for victims of the breach through its TrustedID product. However, Equifax included forced arbitration clauses in the [terms of use agreement](#) customers must agree to when signing up for the services – effectively forcing victims of the breach to sign away their rights to seek access to court.

“It’s shameful that Equifax would take advantage of victims by forcing people to sign over their rights in order to get credit monitoring services they wouldn’t even need if Equifax hadn’t put them at risk in the first place. If Equifax is genuine about wanting to protect customers, it must remove forced arbitration immediately from TrustedID and any other services offered to victims of the data breach,” Brown said. **“This is just one more example why the Consumer Financial Protection Bureau’s rule banning forced arbitration is badly needed to protect the rights of working Americans.”**

Many victims of the Equifax breach were likely enrolled through their credit card company or another third-party credit provider, and may not even know they are customers of Equifax.

Brown is cautioning victims of the breach to carefully read all fine print before signing up for TrustedID or other Equifax products.

The arbitration clauses contained in Equifax’s terms of use agreement to TrustedID are highlighted below. The complete agreement is available here: <https://www.trustedid.com/premier/terms-of-use.php>.

TrustedID Premier Terms of Use

Effective Date: September 6, 2017

TrustedID, Inc. ("TrustedID," "we," "us," "our"), an Equifax company, provides its products to you ("You," "Your") through various websites (including www.TrustedID.com) and its related applications and products (collectively, the "Product(s)" which term includes any new features, products and applications offered by us from time to time), subject to the following Terms of Use (as amended from time to time, the "Agreement").

YOU MUST ACCEPT THIS AGREEMENT, INCLUDING ITS “ARBITRATION” SECTION BELOW, BEFORE YOU WILL BE PERMITTED TO REGISTER FOR, USE OR PURCHASE ANY PRODUCT. BY REGISTERING ON THIS WEBSITE AND SUBMITTING YOUR ORDER, YOU ARE ACKNOWLEDGING ELECTRONIC RECEIPT OF, AND YOUR AGREEMENT TO BE BOUND BY, THIS AGREEMENT. YOU ALSO AGREE TO BE BOUND BY THIS AGREEMENT BY USING OR PAYING FOR OUR PRODUCTS OR TAKING OTHER ACTIONS THAT INDICATE ACCEPTANCE OF THIS AGREEMENT.

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ARBITRATION. PLEASE READ THIS ENTIRE SECTION CAREFULLY BECAUSE IT AFFECTS YOUR LEGAL RIGHTS BY REQUIRING ARBITRATION OF DISPUTES (EXCEPT AS SET FORTH BELOW) AND A WAIVER OF THE ABILITY TO BRING OR PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR OTHER REPRESENTATIVE ACTION. ARBITRATION PROVIDES A QUICK AND COST EFFECTIVE MECHANISM FOR RESOLVING DISPUTES, BUT YOU SHOULD BE AWARE THAT IT ALSO LIMITS YOUR RIGHTS TO DISCOVERY AND APPEAL.

Except as otherwise expressly provided in this Agreement, all claims, disputes, or controversies raised by either You or TrustedID, Inc. arising from or relating to the subject matter of this Agreement or the Products (“Claim” or “Claims”) shall be finally settled by arbitration in the county (or parish) where you live or where You and TrustedID, Inc. otherwise agree using the English language in accordance with the Arbitration Rules and Procedures of JAMS then in effect, by one commercial arbitrator with substantial experience in resolving complex commercial contract disputes, who may or may not be selected from the appropriate list of JAMS arbitrators.

This arbitration will be conducted as an individual arbitration. Neither You nor We consent or agree to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed with arbitration on a class or representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. This class action waiver provision applies to and includes any Claims made and remedies sought as part of any class action, private attorney general action, or other representative action. By consenting to submit Your Claims to arbitration, You will be forfeiting Your right to bring or participate in any class action (whether as a named plaintiff or a class member) or to share in any class action awards, including class claims where a class has not yet been certified, even if the facts and circumstances upon which the Claims are based already occurred or existed.

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ENTIRE AGREEMENT BETWEEN US. This Agreement constitutes the entire agreement between You and Us regarding the Products and information contained on or acquired through this website or provided by Us, including through other linked third party Internet sites. . . .

