



ACCURINT APPLICATION & AGREEMENT

To activate your account:

1. Complete this Application. (You may complete the Application form online and print it.)
2. Make copies of documentation verifying your business and professional license. Examples of necessary documentation include:
 - Business License
 - Professional License
 - Corporate Charter or Similar Certificate of Organization for Partnership/LLC (Certified Copy)
3. Initial ALL pages of the Application, sign where indicated, and fax the Application and supporting documentation to 937-865-1760. If you have any questions, please contact your Account Representative.

LexisNexis, a division of Reed Elsevier Inc.; LexisNexis Risk Management, Inc.; and Seisint, Inc. are members of the LexisNexis Risk Management group of companies (hereinafter referenced either individually or collectively as the "LNRM Group"). The LNRM Group provides public record products among other products and services (the "LNRM Services"), some of which you may contract for and receive pursuant to this Application and Agreement ("Agreement"). Rather than asking you to sign separate contracts for public record products with each of them individually, the LNRM Group has chosen to offer their public records products under this single contract for your convenience. The terms and conditions governing this Agreement are attached hereto. The information submitted on this Agreement will be used to determine eligibility for accessing public record products provided by the LNRM Group. The LNRM Group reserves the right to reject this Agreement without reason or for any reason whatsoever, without recourse against the LNRM Group, or any of their employees, officers, directors, agents, affiliates, or other designees. Additionally, Customer (as defined below) hereby authorizes the LNRM Group to independently verify the information provided herein.

PART 1: (This section must be filled out entirely.)

SECTION A: COMPANY INFORMATION ("Customer")

Company Name _____
 Physical Address _____
 City _____ State _____ Zip _____
 Telephone (_____) _____ Company Web Address _____

SECTION B: ACCOUNT ADMINISTRATOR CONTACT INFORMATION

Last Name _____ First Name _____ Title _____
 Telephone (_____) _____ Extension _____ Fax (_____) _____
 Email Address _____ SSN _____
 Computer IP Address _____

PART 2: (If you choose to be billed on a credit card, fill out this portion and proceed to Part 4.)

SECTION A: CREDIT CARD APPLICATION (If you choose to be billed on a credit card, fill out this portion and proceed to Part 4. If you choose to be billed directly, skip this portion and proceed to Part 3.)

The LNRM Group accepts MasterCard, Visa, and American Express. For security and authentication purposes, the LNRM Group requires the account holder to provide the address to which the credit card company mails the monthly statement.

Cardholder Name _____
 Card Number _____ Expiration (MM/YY) _____
 Credit Card Statement Address _____
 City _____ State _____ Zip _____
 Card Type: MasterCard Visa American Express

By choosing to have a credit card billed directly by the LNRM Group, I hereby authorize the members of the LNRM Group that are providing services to the Customer under this Application and Agreement to bill this credit card for the charges incurred for use of the LNRM Services. Additionally, I hereby agree that if the credit card company refuses to pay charges incurred for my use of the LNRM Services I shall be personally responsible for the payment of such charges.

PART 3: (If you choose to be billed directly, fill out this portion and proceed to Part 4.)

SECTION A: CREDIT INFORMATION (If you choose to be billed directly, fill out this portion)

By submitting this direct billing application, Customer certifies that the individual whose name appears below is authorized to apply for credit on behalf of the Customer named in this Agreement. Customer certifies that the information provided relating to this credit application is true and complete. Customer hereby grants permission to the LNRM Group to verify the credit information provided herein.

BILLING CONTACT

Last Name _____ First Name _____ Title _____
 Telephone (_____) _____ Extension _____ Fax (_____) _____
 Email Address _____
 Billing Address _____
 City _____ State _____ Zip _____
 Require P.O. number on invoice? Yes No If so, P.O. Number _____

SECTION B: COMPANY PRINCIPAL(S)

Principal(s) of Company (required for companies incorporated less than five years and also required for all sole proprietors and partnerships).

Last Name _____ First Name _____ Title _____ SSN _____
Last Name _____ First Name _____ Title _____ SSN _____
Last Name _____ First Name _____ Title _____ SSN _____
Dun & Bradstreet Number _____

BANKING INFORMATION

Financial Institution _____ Contact Name _____ Title _____
Address _____
City _____ State _____ Zip _____
Contact Telephone Number (_____) _____ Extension _____
Type of Account: Checking Savings Account Number _____

BUSINESS CREDIT REFERENCES

Name of Creditor _____
Contact Telephone Number (_____) _____ Account Number _____
Name of Creditor _____
Contact Telephone Number (_____) _____ Account Number _____

PART 4: (This section must be filled out entirely.)

SECTION A: TYPE OF BUSINESS

Publicly Traded Company (Ticker Symbol: _____ Exchange: _____ Fortune 1000 Company: YES)
 Private Corporation Sole Proprietor Partnership/LLC State of _____
Dun & Bradstreet Number _____ Federal Tax ID _____

BUSINESS / PROFESSIONAL LICENSE NUMBER

Date Issued/Expiration Date _____ Town/City Issued _____
County Issued _____ State _____

SECTION B: INDUSTRY CLASS: (Check the item that best describes the type of business in which you are engaged—**SELECT ONE.**)

- Attorney/Law Office Number of Attorneys _____ Practicing Area of Law _____
- Child Support Enforcement
- Collection
- Human Resources
- Insurance
- Landlord/Management Company
- Media
- Process Server
- University
- Utility Company
- Other (Specify) _____
- Banking

PART 5: AVAILABLE PUBLIC RECORDS SERVICES

- Accurint Accurint for Insurance
- Accurint for Collections

PART 6: PERMISSIBLE USE CERTIFICATION

SECTION A: GLBA PERMISSIBLE USES (At least one must be INITIALED to be permitted access to GLBA data.)

Some LNRM Services use and/or display nonpublic personal information, the use of which is governed by the privacy provisions of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) and its implementing regulations (collectively, "GLBA"). Customer certifies it has a permissible use under the GLBA to use and/or obtain such information and Customer further certifies it will only use such information obtained from LNRM Services for one or more of the purposes selected below:

- ___ **No permissible use.**
- ___ 1. **As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.**
- ___ 1. (B) **As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications for employment, housing, or insurance. (Accurint only)**
- ___ 2. **To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.**
- ___ 3. **In required institutional risk control programs.**
- ___ 4. **In resolving customer disputes or inquiries.**
- ___ 5. **Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.**
- ___ 6. **Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.**
- ___ 7. **In complying with federal, state, or local laws, rules, and other applicable legal requirements.**
- ___ 8. **To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of the Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.**

SECTION B: DPPA PERMISSIBLE USES (At least one must be INITIALED to be permitted access to DPPA data.)

Some LNRM Services use and/or display personal information, the use of which is governed by the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and related state laws (collectively, "DPPA"). Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will only use such information obtained from LNRM Services for one or more of the purposes selected below:

- No permissible use.**
- 1. In connection with any proceeding (including arbitration) in any court or government agency, or before any self-regulatory body, including investigation in anticipation of litigation.**
- 2. To verify the accuracy of information about a person who provided the information to you (or to your client) but only if used to recover on a debt against the person or to pursue legal remedies against the person for fraud.**
- 3. Use by a government agency but only in carrying out its functions.**
- 4. Use by any person acting on behalf of a government agency but only in carrying out the agency's functions.**
- 5. Use by an insurer (or its agent) in connection with claims investigation activities, antifraud activities, rating or underwriting.**
- 6. In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).**
- 7. Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code. (Accurant only)**

With regard to the information that is subject to the DPPA, some state law permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will only use the information described in Sections A and B of this Part 6 in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

PART 7: QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full (nine digits) social security numbers and drivers license numbers when appropriate ("SSNs") through some LNRM Services. Only those users that are within the Authorized User List below, and that use SSNs for an Authorized Use identified below, qualify as Authorized Users. To qualify as an Authorized User, Customer must identify and certify that its business is within the Authorized User List below and its use of SSNs is within the Authorized Use List below.

SECTION A: SOCIAL SECURITY NUMBERS

1. AUTHORIZED USER (At least one must be INITIALED to receive SSNs.)

- Not an authorized user;**
- Federal, state or local government agency with law enforcement responsibilities;**
- Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud;**
- Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf and (d) such other uses as shall be appropriate and lawful;**
- Collection department of a creditor;**
- Collection company acting on behalf of a creditor or on its own behalf;**
- Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:**

2. AUTHORIZED USE (At least one must be INITIALED to receive SSNs.)

- No authorized use;**
- Location of suspects or criminals;**
- Location of non-custodial spouses allegedly owing child support and ex-spouses allegedly owing spousal support;**
- Location of individuals alleged to have failed to pay taxes or other lawful debts;**
- Identity verification;**
- Other uses similar to those described above. Describe your use:_____**

By selecting above, the Customer certifies that it is an Authorized User, and that it will use SSNs only for the purposes it designated on the Authorized Use List and for no other purposes.

SECTION B: DRIVERS LICENSE NUMBERS

1. AUTHORIZED USER (At least one must be INITIALED to receive DLs.)

- Not an authorized user;**
- Federal, state or local government agency with law enforcement responsibilities;**

- Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud;**
 - Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf and (d) such other uses as shall be appropriate and lawful;**
 - Collection department of a creditor;**
 - Collection company acting on behalf of a creditor or on its own behalf;**
 - Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:**
-

2. AUTHORIZED USE (At least one must be INITIALED to receive DLs.)

- No authorized use;**
 - Location of suspects or criminals;**
 - Location of non-custodial spouses allegedly owing child support and ex-spouses allegedly owing spousal support;**
 - Location of individuals alleged to have failed to pay taxes or other lawful debts;**
 - Identity verification;**
 - Other uses similar to those described above. Describe your use:** _____
-

By selecting above, the Customer certifies that it is an Authorized User, and that it will use DLs only for the purposes it designated on the Authorized Use List and for no other purposes.

PART 8: TERMS AND CONDITIONS

1. **SCOPE OF SERVICES.** The LNRM Group, each in their individual capacities as duly incorporated or registered legal entities, agrees to provide the LNRM Services to Customer. Rather than asking the Customer to sign separate documents with each of them individually, the LNRM Group has chosen to offer their respective products and services under a single document for the convenience of the Customer. Although the LNRM Group is only requiring Customer to sign one document, Customer agrees and acknowledges that this Agreement shall be interpreted as separate agreements between Customer and those LNRM Group members that are providing the LNRM Services. As such, the Customer agrees that the responsibilities and duties to provide services under this Agreement shall not be borne by the LNRM Group as a whole, but rather by the individual LNRM Group entity providing services hereunder. Moreover, this Agreement shall encompass all delivery methods for the LNRM Services, including online, batch, XML, assisted searching, machine-to-machine searches, and any other means which may become available.

2. **RESTRICTED LICENSE.** The LNRM Group hereby grants to Customer a license to use the LNRM Services, subject to the restrictions and limitations set forth below:

(i) **Generally.** The LNRM Group hereby grants to Customer a restricted license to use the LNRM Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the LNRM Services shall be for only legitimate purposes, including those specified by Customer in Parts 6 and 7 of this Agreement or subsequently specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Agreement. Customer shall not use the LNRM Services for marketing purposes, nor shall Customer use any information contained in the LNRM Services for a purpose not specified by Customer or otherwise authorized in this Agreement, or disclose any such information, or resell or broker the LNRM Services to any third party. Customer agrees that if the LNRM Group determines or reasonably suspects that Customer is engaging in marketing activities, reselling or brokering the LNRM Services' information, programs, computer applications, or data, or is otherwise violating any provision of this Agreement, or any of the laws, regulations, or rules described herein, the LNRM Group may take immediate action, including terminating the delivery of, and the license to use, the LNRM Services. Customer shall not access the LNRM Services from Internet Protocol addresses located outside of the United States and its territories without the LNRM Group's prior written approval. Customer may not use data to create a competing product. Customer shall comply with all laws, regulations and rules which may, in the LNRM Group's opinion, govern the use of the LNRM Services and information provided therein.

(ii) **GLBA Data.** Some of the information contained in the LNRM Services is "nonpublic personal information," as defined in the GLBA, and is regulated by the GLBA ("GLBA Data"). Customer shall not obtain and/or use GLBA Data through the LNRM Services, in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer agrees to use such GLBA Data solely in accordance with the permissible use(s) Customer certifies in Part 6 (A) of this Agreement or in online certifications. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data at the time it requests information in connection with certain LNRM Services. In addition, Customer agrees it will recertify, in writing, its permissible uses of GLBA Data upon request by the LNRM Group. Customer certifies with respect to GLBA Data received through the LNRM Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(iii) **DPPA Data.** Some of the information contained in the LNRM Services is "personal information," as defined in the DPPA, and is regulated by the DPPA ("DPPA Data"). Customer shall not obtain and/or use DPPA Data through the LNRM Services in any manner that would violate the DPPA. Customer agrees to use such information solely in accordance with the permissible use(s) Customer identified in Part 6 (B) of this Agreement. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain LNRM Services. In addition, Customer agrees it will recertify, in writing, to the LNRM Group its permissible uses of DPPA Data upon the request of the LNRM Group.

(iv) **National Change of Address Database.** Certain LNRM Group entities are licensees of United States Postal Services' NCOALINK database ("NCOA Database"). The information contained in the NCOA Database is regulated by the Privacy Act of 1974 and may only be used to provide a mailing list correction service for lists that will be used for preparation of mailings. If Customer receives all or a portion of the NCOA Database through the LNRM Services, Customer hereby certifies to the LNRM Group that it will not use such information for any other purpose. Prior to obtaining or using information from the NCOA Database, Customer agrees to complete, execute and submit to the LNRM Group the NCOA Processing Acknowledgement Form.

(v) **Supplemental Terms.** Certain materials contained within the LNRM Services are subject to additional obligations and restrictions. To the extent Customer receives such materials through the LNRM Services, Customer agrees to comply with the Supplemental Terms for Specific Materials contained at the following website: <http://www.lexisnexis.com/terms/supplemental/> (the "Supplemental Terms"). The Supplemental Terms are hereby incorporated into this Agreement by reference.

(vi) **Copyrighted Materials.** Customer shall not remove or obscure the copyright notice or other notices contained on materials accessed through the LNRM Services.

(vii) **Fair Credit Reporting Act.** For the purposes of this Agreement, the LNRM Group entities listed on the first page of this Agreement are not "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), and such entities do not issue "consumer reports," as that term is defined in the FCRA. Accordingly, (A) Customer certifies that it will not use any of the information it receives through the LNRM Services for any of the following purposes: (1) in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes or in connection with the review or collection of an existing credit account of a consumer; (2) for employment purposes; (3) in connection with a determination of a consumer's eligibility for a license or other benefit granted by a government agency; (4) as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with, an existing credit obligation; or (5) for any other purpose deemed to be a permissible purpose under the FCRA; (B) Customer may use, except as otherwise prohibited by this Agreement, information received through the LNRM Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; or (5) to decide whether to buy or sell consumer indebtedness in a commercial transaction; (C) Specifically, if Customer is using the LNRM Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third party, Customer shall not use the LNRM Services (1) to revoke consumer credit; (2) to accelerate consumer payment terms or otherwise change such terms in a manner adverse to a consumer; (3) including in prioritization and segmentation activities, use LNRM information for the purpose of determining a consumer's collectability; and (D) Customer shall not take any "adverse action," as that term is defined in the FCRA, or otherwise act in a manner that is contrary to a consumer's interest unless the basis for doing so is information Customer obtains from a source other than the LNRM Services.

(viii) **Social Security Numbers and Drivers License Numbers.** If Customer is an Authorized User and it obtains SSNs or Drivers License Numbers (collectively "SSNs") through the LNRM Services, Customer certifies it will not use the SSNs for any purpose other than those designated by Customer in Part 7 of this Agreement. In addition to the restrictions on distribution set forth in Section 2(i) of this Agreement, Customer agrees that it will not permit SSNs obtained through the LNRM Services to be used by another department or division of Customer, or by an employee or contractor that is not an Authorized User with an Authorized Use. In the event Customer is not an Authorized User and/or does not have an Authorized Use at any time during the term of this Agreement, the LNRM Group may immediately preclude Customer from receiving SSNs. Customer agrees it will recertify, in writing, to the LNRM Group, that it is an Authorized User and that it has one or more Authorized Uses upon the request of the LNRM Group. Customer may not, to the extent permitted by the terms of this Agreement, transfer SSNs via email or FTP without the LNRM Group's prior written consent.

3. **SECURITY.** Customer acknowledges that the information available through the LNRM Services includes personally identifiable information, including without limitation, the information described in Sections 2. (ii), (iii), (iv) and (viii) hereof and it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer shall (a); restrict access to LNRM Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the LNRM Services for personal reasons, or (ii) not transfer any information received through the LNRM Services to any party except as permitted hereunder; (c) immediately notify the LNRM Group to deactivate the user identification number of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (d) unless otherwise agreed, keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (e) in addition to any obligations under Section 2. (ii), take all commercially reasonable measures to prevent unauthorized access to, or use of, the LNRM Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through LNRM Services as it is being disposed; (g) unless otherwise required by law, purge all information received through the LNRM Services and stored electronically or on hard copy by Customer within 90 days of initial receipt; (h) be capable of receiving the LNRM Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by the LNRM Group; and (i) not access and/or use the LNRM Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by the LNRM Group. In the event that Customer discloses to the LNRM Group "nonpublic personal information" (as such term is defined in the GLBA Section 6809 (4)) about its customers and consumers ("Customer NPI") pursuant to the terms of this Agreement, the LNRM Group agrees: (i) to maintain the confidentiality of all Customer NPI; and (ii) not to disclose or use Customer NPI except in the performance of its obligations pursuant to this Agreement or in connection with judicial or government proceedings pursuant to applicable law. In addition, the LNRM Group has implemented appropriate measures designed to meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Customer Information. Notwithstanding the foregoing, Customer acknowledges that Customer may provide information to the LNRM Group that constitutes Customer NPI but which is duplicative of information that the LNRM Group has lawfully received from other sources free of any obligation of confidence. In such event, Customer acknowledges that this will not prohibit the LNRM Group from using and disclosing such information from such other sources so long as the LNRM Group does not state or imply that Customer was the source of such information.

4. **PERFORMANCE.** The LNRM Group will use reasonable efforts to deliver the LNRM Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the LNRM Services; provided, however, that the Customer accepts all information "AS IS." Customer acknowledges and agrees that the LNRM Group obtains its data from third-party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on the LNRM Group for the accuracy or completeness of information supplied through the LNRM Services. Customer understands that Customer may be restricted from accessing certain LNRM Services which may be otherwise available. The LNRM Group reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the LNRM Services. In the event that any entity within the LNRM Group discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, such LNRM Group entity will, at Customer's option, terminate this Agreement.

5. **PRICING SCHEDULE.** The LNRM Group agrees to provide the products identified and selected by Customer in Part 5 of this Agreement (for the purposes of this Section 5, the "Products") at the applicable charge then prevailing for the information requested. Notwithstanding the foregoing, if a Schedule A is attached to this Agreement, the fees as listed on Schedule A shall supersede any other listed prices. Customer agrees to pay to the LNRM Group entity providing services under this Agreement fees in accordance with the prices as may be posted on each LNRM Group entity's website, as updated from time to time through online announcements, customer bulletins, and published price schedules. The LNRM Group is not responsible for ensuring delivery of such updates, changes, additions, or deletions to any of its pricing policies that may occur from time to time, and it is Customer's responsibility to check the websites of the LNRM Group for updates. All current and future pricing documents are deemed incorporated herein by reference.

6. **INTELLECTUAL PROPERTY.** Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the LNRM Services' information, programs or computer applications. Customer acknowledges that the LNRM Group (and/or their third-party data providers) shall retain all right, title, and interest under applicable contractual, copyright, and related laws in and to the data and information that they provide. Customer shall use such materials in a manner consistent with the LNRM Group's interests and notify the LNRM Group of any threatened or actual infringement of the LNRM Group's rights.

7. **PAYMENT OF FEES.** Customer shall be responsible for payment for all services obtained through Customer's user identification names and or numbers ("User ID") after the expiration of a free trial if applicable, whether or not such User ID is used by Customer or a third party, provided access to the User ID is not the result of use by a person formerly or presently employed by any members of the LNRM Group or who obtains the User ID by or through a break-in or unauthorized access of the LNRM Group's offices, premises, records or documents, or computer system. Customer shall pay on a monthly basis to each LNRM Group entity the fees incurred for the use of such LNRM Group entity's service, and Customer agrees that it may be electronically invoiced for those fees. Payments shall be received within twenty (20) days of the invoice date.

8. **TERM OF AGREEMENT.** This Agreement is for services rendered and shall be in full force and effect during such periods of time during which any LNRM Group entity is providing services for Customer (the "Term"); provided, however, that if a Schedule A is attached to this Agreement, any term provided on such Schedule A (the "Schedule A Term") shall be considered the Term of this Agreement until the expiration of that Schedule A Term. Upon expiration of any Schedule A Term, this Agreement shall continue in effect for so long as any LNRM Group entity is providing services for Customer.
9. **TERMINATION.** Except where an attached Schedule A provides for a Schedule A Term or otherwise sets forth Customer's minimum financial commitment, either party may terminate this agreement at any time for any reason.
10. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without effect to conflict of law principles. Additionally, any action brought pursuant to Customer's use of the LNRM Services or pursuant to the terms and conditions of this Agreement shall be brought within the jurisdiction of the courts of Palm Beach County, Florida.
11. **ASSIGNMENT.** The license granted pursuant to this Agreement to Customer to use the LNRM Services may not be assigned by Customer, in whole or in part, without the prior written consent of the LNRM Group. For purposes of this Agreement, a change in control of Customer of twenty percent (20%) or more shall constitute an assignment.
12. **WARRANTIES/LIMITATION OF LIABILITY.** Neither any entity of the LNRM Group, nor their subsidiaries and affiliates, nor any third-party data provider (for purposes of indemnification, warranties, and limitations on liability, the LNRM Group, their subsidiaries and affiliates, and their data providers are hereby collectively referred to as the "LNRM Group") shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the LNRM Services) for any loss or injury arising out of or caused in whole or in part by LNRM Group's acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the LNRM Services. If, notwithstanding the foregoing, liability can be imposed on the LNRM Group, then Customer agrees that the LNRM Group's aggregate liability for any and all losses or injuries arising out of any act or omission of the LNRM Group in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00; provided, however, that such limitation of liability shall not apply to LNRM Group's indemnification obligation detailed in Section 13 hereof, and Customer covenants and promises that it will not sue the LNRM Group for an amount greater than such sum even if Customer and/or third parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against the LNRM Group. Customer expressly agrees and acknowledges that (i) there is no partnership or joint venture between any of the LNRM Group entities; (ii) there shall not be any joint nor several obligations or liabilities undertaken amongst, between, or on behalf of any of the LNRM Group entities; (iii) the LNRM Group entities do not expressly or impliedly agree to be responsible or liable for the acts and omissions of one another; and (iv) the LNRM Group entities do not warrant the services provided by one another. The LNRM Group does not make and hereby disclaims any warranty, express or implied, with respect to the LNRM Services provided hereunder; provided, however, that the LNRM Group does hereby warrant that the LNRM Group has complied with the law and applicable third-party data provider contracts in providing the LNRM Services. The LNRM Group does not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of the LNRM Services or information provided therein. In no event shall the LNRM Group be liable for any indirect, incidental, or consequential damages, however arising, incurred by Customer from receipt or use of information delivered hereunder or the unavailability thereof.
13. **INDEMNIFICATION.** Customer hereby agrees to protect, indemnify, defend, and hold harmless the LNRM Group from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to use of information received by Customer (or any third party receiving such information from or through Customer) furnished by or through the LNRM Group. Each entity of the LNRM Group hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to their respective breaches of the warranty made in Section 12 hereof regarding authorized provision of the data.
14. **SURVIVAL OF AGREEMENT.** Provisions hereof related to release of claims, indemnification, use and protection of information and data, payment for the LNRM Services, Audit, and disclaimer of warranties shall survive any termination of the license to use the LNRM Services.
15. **AUDIT.** Customer understands and agrees that in order to ensure compliance with the GLB, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements, the terms and conditions of this Agreement, and the LNRM Group's obligations under its contracts with its data providers, the LNRM Group may conduct periodic reviews of Customer's use of the LNRM Services and may, upon reasonable notice, audit Customer's records, processes and procedures related to Customer's use, storage and disposal of LNRM Services and information received therefrom. Customer agrees to cooperate fully with any and all audits. Violations discovered in any review and/or audit by the LNRM Group will be subject to immediate action including, but not limited to, suspension or termination of the license to use the LNRM Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.
16. **EMPLOYEE TRAINING.** Customer shall train new employees prior to allowing access to LNRM Services on Customer's obligations under this Agreement, including but not limited to, the licensing requirements and restrictions under Section 2 and the security requirements of Section 3. Customer shall conduct a similar review of its obligations under this Agreement with existing employees who have access to LNRM Services no less than annually. Customer shall keep records of such training.
17. **ATTORNEYS FEES.** The prevailing party in any action, claim or law suit brought pursuant to this Agreement is entitled to payment of all attorney fees and costs expended by such prevailing party in association with such action, claim or lawsuit.
18. **TAXES.** The charges for all LNRM Services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer's account.
19. **CUSTOMER CHANGE.** Customer shall notify the LNRM Group immediately of any changes to the information on Customer's Application for the LNRM Services. The LNRM Group reserve the right to terminate Customer's access to the LNRM Services or terminate the license to use the LNRM Services without further notice upon receipt of any change in Customer's status which in the LNRM Group's sole discretion would cause Customer to be unable to comply with its obligations under this Agreement.
20. **RELATIONSHIP OF PARTIES.** None of the parties shall at any time represent that they are the authorized agents or representatives of the others.
21. **CHANGE IN AGREEMENT.** By receipt of the LNRM Services, Customer agrees to, and shall comply with, changes to the Restricted License granted Customer in Section 2 herein, and changes in pricing as the LNRM Group shall make from time to time by notice to Customer via e-mail, online "click wrap" amendments, facsimile, mail, or other written notification. All e-mail notifications shall be sent to the individual named in the Contact Information section, unless stated otherwise in this Agreement.
22. **ENTIRE AGREEMENT.** Except as otherwise provided herein, this Agreement constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all prior representations, agreements, and understandings, whether oral or written, which relate solely and exclusively to the use of the LNRM Services. Any new, other, or different terms supplied by the Customer beyond the terms contained herein, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by the LNRM Group unless the LNRM Group agrees to them in a signed writing specifically including those new, other, or different terms. The terms contained herein shall supersede and govern in the event of a conflict between these terms and any new, other, or different terms in any contract in which this Agreement is referenced or made a part of. In the event any one or more provisions of this Agreement or any exhibit is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired. All capitalized terms used in these Terms and Conditions that are not defined shall have the meaning given to them in the Application.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this Agreement on behalf of the Customer listed above and that the statements I have provided in this Agreement are true and correct. Further, I hereby certify that the Customer agrees to the Terms and Conditions for use of Public Record Products.

NATURE OF APPLICATION AND AGREEMENT (YOU MUST CHECK ONE)

- Free Trial Application Only** (If you check this box, additional information or documentation will be required prior to becoming an active Accurint customer.)

- Free Trial and Billing Application** (If you check this box, upon the expiration of your Free Trial, your account will be converted into an active Accurint account for billing purposes without supplying additional documentation, provided all needed documentation has been approved.)

CUSTOMER

Signature _____
Print Name _____
Title _____
Dated _____ (mm/dd/yyyy)

Internal Use Only	
Salesperson Name: _____	Phone: _____
Territory Code: _____	FT Days: _____ Clicks: _____
Primary Market: _____	Secondary Market: _____
Industry Code 1: _____	Industry Code 2: _____
Additional Email: _____	
Roll Up: <input type="checkbox"/> Yes <input type="checkbox"/> No	Bill Group Master: _____