



FCRA PERMISSIBLE PURPOSE CERTIFICATION

In contracting for the services under this Agreement, Customer is a "User" of "Consumer Reports" as those terms are defined under the FCRA, and as such certifies as follows:

1. The nature of User's business is: _____
2. User orders Consumer Reports [Reseller] for the following purpose(s) under the Fair Credit Reporting Act and such reports will not be used for any other purpose:

Please check **all** that apply:

- For the extension of credit to the consumer in connection with a credit transaction involving the consumer in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(A).
- For the review of an account of the consumer in connection with a credit transaction involving the consumer in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(A).
- For the collection of an account of the consumer in connection with a credit transaction involving the consumer in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(A).
- For use in connection with the underwriting of insurance involving the consumer in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(B).
- For use, as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(E).
- In connection with the assessment of the consumer's ability to pay for a medical care transaction initiated by the consumer, a legitimate business need pursuant to 15 U.S.C. Sec. 1681(b)(a)(3)(F)(i).
- In connection with a rental car transaction where the transaction is initiated by the consumer, a legitimate business need pursuant to 15 U.S.C. Sec. 1681(b)(a)(3)(F)(i).
- In connection with a demand deposit account or related new account opening transaction where the transaction is initiated by the consumer, a legitimate business need pursuant to 15 U.S.C. Sec. 1681(b)(a)(3)(F)(i).
- In response to a request by the head of a State or local child support enforcement agency (or a State or local government official authorized by the head of such an agency). In accordance with 15 U.S.C. Sec. 1681(b)(a)(4), Customer makes the following certifications:
 - (A) the consumer report is needed for the purpose of establishing an individual's capacity to make child support payments or determining the appropriate level of such payments;
 - (B) the paternity of the consumer for the child to which the obligation relates has been established or acknowledged by the consumer in accordance with State laws under which the obligation arises (if required by those laws);
 - (C) the Customer has provided at least 10 days' prior notice to the consumer whose report is requested, by certified or registered mail to the last known address of the consumer, that the report will be requested; and
 - (D) the consumer report will be kept confidential, will be used solely for a purpose described in subparagraph (A), and will not be used in connection with any other civil, administrative, or criminal proceeding, or for any other purpose.
- For use in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(D).
- With express written instructions of the consumer for reasons **other than** an employment purpose in accordance with FCRA Section 15 U.S.C. Sec. 1681(b)(a)(2).

If you have selected "with express written instructions of the consumer" above, please specify intended use:

3. The Federal Fair Credit Reporting Act imposes criminal penalties – including a fine, up to two years in prison, or both – against anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, and other penalties for anyone who obtains such consumer information without a permissible purpose.

This certification supersedes any pre-dated certifications.

I hereby certify that I have direct knowledge of the facts stated above and that I am authorized to execute this certification on behalf of the company listed above.

By:

(Signature)

Name:

(Printed or Typed)

Title:

Date:

1. The Federal Fair Credit Reporting Act imposes criminal penalties – including a fine, up to two years in prison, or both – against anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, and other penalties for anyone who obtains such consumer information without a permissible purpose.
- 2.

This certification supersedes any pre-dated certifications.

SECTION B: TERMS & CONDITIONS

1. RESTRICTED LICENSE. [RESELLER] hereby grants to Customer a restricted license to use the [RESELLER] Services and any data contained therein, subject to the restrictions and limitations set forth below:

(i) **Generally.** [RESELLER] hereby grants to Customer a restricted license to use the [RESELLER] Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the [RESELLER] Services shall be for only legitimate business purposes, including those 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 [RESELLER] Services for marketing purposes or resell or broker the [RESELLER] Services to any third party and shall not use the [RESELLER] Services for personal (non-business) purposes. Customer shall not use the [RESELLER] Services to provide data processing services to third parties or evaluate the data of or for third parties. Customer agrees that if [RESELLER] determines or reasonably suspects that continued provision of [RESELLER] Services to Customer entails a potential security risk, or that Customer is engaging in marketing activities, reselling, brokering or processing or evaluating the data of or for third parties, or using the [RESELLER] Services for personal (non-business) purposes or using the [RESELLER] 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, [RESELLER] may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the [RESELLER] Services. Customer shall not access the [RESELLER] Services from Internet Protocol addresses located outside of the United States and its territories without [RESELLER]'s prior written approval. Customer may not use the [RESELLER] Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the [RESELLER] Services and information provided therein. [RESELLER] may at any time mask or cease to provide Customer access to any [RESELLER] Services or portions thereof which [RESELLER] may deem, in [RESELLER]'s sole discretion, to be sensitive or restricted information.

(ii) **GLBA Data.** Some of the information contained in the [RESELLER] Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act (15 U.S.C. § 6801, et seq.) and related state laws, (collectively, the "GLBA"), and is regulated by the GLBA ("GLBA Data"). Customer shall not obtain and/or use GLBA Data through the [RESELLER] Services, in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain [RESELLER] Services and will recertify upon request by [RESELLER]. Customer certifies with respect to GLBA Data received through the [RESELLER] 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 [RESELLER] Services is "personal information," as defined in the Drivers Privacy Protection Act (18 U.S.C. § 2721, et seq.) and related state laws, (collectively, the "DPPA"), and is regulated by the DPPA ("DPPA Data"). Customer shall not obtain and/or use DPPA Data through the [RESELLER] Services in any manner that would violate the DPPA. 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 [RESELLER] Services and will recertify upon request by [RESELLER].

(iv) **Social Security and Driver's License Numbers.** [RESELLER] may in its sole discretion permit Customer to access QA Data (as previously defined). If Customer is authorized by [RESELLER] to receive QA Data, and Customer obtains QA Data through the [RESELLER] Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by [RESELLER] policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 2 below, Customer agrees that it will not permit QA Data obtained through the [RESELLER] Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by [RESELLER]. Customer may not, to the extent permitted by the terms of this Agreement, transfer QA Data via email or ftp without [RESELLER]'s prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example,

sftp) is used, 2) transfer is not to any third party, and 3) such transfer is limited to such use as permitted under this Agreement. [RESELLER] may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(v) **Copyrighted and Trademarked Materials.** Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the [RESELLER] Services. .

(vi) **National Change of Address Database.** [RESELLER] is a licensee of the United States Postal Service's NCOALINK database ("NCOA Database"). The information contained in the NCOA Database is regulated by the Privacy Act of 1974 and may be used only 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 [RESELLER] Services, Customer hereby certifies to [RESELLER] 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 [RESELLER] the NCOA Processing Acknowledgement Form.

(vii) **Additional Terms.** Certain materials contained within the [RESELLER] Services are subject to additional obligations and restrictions. Without limitation, these services include news, business information (e.g., Dun & Bradstreet reports), and federal legislative and regulatory materials. To the extent that Customer receives such materials through the [RESELLER] Services, Customer agrees to comply with the General Terms and Conditions for Use of [RESELLER] Services contained at the following website: www.lexisnexis.com/terms/general (the "General Terms"). The General Terms are hereby incorporated into this Agreement by reference.

(viii) **Fair Credit Reporting Act Obligations.** Customer certifies that when using the [RESELLER] Services, it will comply with all applicable provisions of the FCRA and all other applicable federal, state and local legislation, regulations and rules. Without limiting the generality of the foregoing, Customer certifies that (a) Customer will comply with all applicable provisions of the California Credit Reporting Agencies Act and any related regulations; and (b) Customer will comply with all Vermont statutes and regulations on fair credit reporting, including but not limited to, obtaining the consent of Vermont residents prior to obtaining any information on Vermont residents through these [RESELLER] Services. In addition, Customer certifies it has a permissible purpose under the FCRA for obtaining a Consumer Report as set forth in this Agreement. Customer acknowledges that [RESELLER] has provided the "Notice to Users of Consumer Reports", attached hereto as Attachment A, which informs users of consumer reports of their legal obligations under the FCRA.

(ix) **MVR Data.** If Customer is permitted to access Motor Vehicle Records ("MVR Data") from [RESELLER], without in any way limiting Customer's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

- (a) Customer shall not use any MVR Data provided by [RESELLER], or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.
- (b) As requested by [RESELLER], Customer shall complete any state forms that [RESELLER] is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
- (c) [RESELLER] (and certain third-party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. Further, in response to any audit, Customer must be able to substantiate the reason for each MVR Data order.

(x) **American Board of Medical Specialties ("ABMS") Data.** If Customer is permitted to access ABMS Data from [RESELLER], Customer shall not use, nor permit others to use, ABMS Data for purposes of determining, monitoring, tracking, profiling or evaluating in any manner the patterns or frequency of physicians' prescriptions or medications, pharmaceuticals, controlled substances, or medical devices for use by their patients.

(xi) **HIPAA.** Customer represents and warrants that Customer will not provide [RESELLER] with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.

(xii) **Retention of Records.** For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 1(ii), 1(iii) and 1(ix), Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.

(xiii) Economic Sanctions Laws. Customer acknowledges that [RESELLER] is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the European Union, and the United Kingdom. Accordingly, Customer shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. Customer shall not provide access to [RESELLER] Services to any individuals identified on OFAC's list of Specially Designated Nationals ("SDN List"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. Customer shall not take any action which would place [RESELLER] in a position of non-compliance with any such economic sanctions laws

2. **SECURITY.** Customer acknowledges that the information available through the [RESELLER] Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Accordingly, Customer shall (a) restrict access to [RESELLER] 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 [RESELLER] Services for personal reasons, or (ii) transfer any information received through the [RESELLER] Services to any party except as permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "User IDs") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any obligations under Paragraph 1, take all commercially reasonable measures to prevent unauthorized access to, or use of, the [RESELLER] 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 [RESELLER] Services as it is being disposed; (g) unless otherwise required by law, purge all information received through the [RESELLER] Services and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt; (h) be capable of receiving the [RESELLER] Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by [RESELLER]; (i) not access and/or use the [RESELLER] Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by [RESELLER]; and (j) take all steps to protect their networks and computer environments, or those used to access the [RESELLER] Services, from compromise. Customer agrees that on at least a quarterly basis it will review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein. Customer will implement policies and procedures to prevent unauthorized use of User IDs and the [RESELLER] Services and will immediately notify [RESELLER], in writing to the [RESELLER] if Customer suspects, has reason to believe or confirms that a User ID or the [RESELLER] Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose other than legitimate business reasons. Customer shall remain solely liable for all costs associated therewith and shall further reimburse [RESELLER] for any expenses it incurs due to Customer's failure to prevent such impermissible use or access of User IDs and/or the [RESELLER] Services, or any actions required as a result thereof. Furthermore, in the event that the [RESELLER] Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "Security Event"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in [RESELLER]'s reasonable discretion. Customer agrees that such notification shall not reference [RESELLER] or the product through which the data was provided, nor shall [RESELLER] be otherwise identified or referenced in connection with the Security Event, without [RESELLER]'s express written consent. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. Customer shall remain solely liable for claims that may arise from a Security Event, including, but not limited to, costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event, and to the extent that any claims are brought against [RESELLER], shall indemnify [RESELLER] from such claims. Customer shall provide samples of all proposed materials to notify consumers and any third parties, including regulatory entities, to [RESELLER] for review and approval prior to distribution. In the event of a Security Event, [RESELLER] may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

3. **PERFORMANCE.** [RESELLER] will use commercially reasonable efforts to deliver the [RESELLER] Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the [RESELLER] Services; provided, however, that Customer accepts all information "**AS IS.**" Customer acknowledges and agrees that [RESELLER] obtains its data from third-party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on [RESELLER] for the accuracy or completeness of information supplied through the [RESELLER] Services. Without limiting the foregoing, the criminal record data that may be provided as part of the [RESELLER] Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain [RESELLER] Services which may be otherwise available. [RESELLER] 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 [RESELLER] Services. In the event that [RESELLER] 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, [RESELLER] will, at Customer's option, issue a prorated credit to Customer's account.

4. **INTELLECTUAL PROPERTY; CONFIDENTIALITY.** Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the [RESELLER] Services' information, programs or computer applications. Customer acknowledges that [RESELLER] (and/or its third-party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the [RESELLER] Services and the data and information that they provide. Customer shall use such materials in a manner consistent with [RESELLER]'s interests and the terms and conditions herein, and shall notify [RESELLER] of any threatened or actual infringement of [RESELLER]'s rights. Notwithstanding anything in this Agreement to the contrary, [RESELLER] or [RESELLER]'s data provider shall own Customer's search inquiry data used to access the [RESELLER] Services (in the past or future) and may use such data for any purpose consistent with applicable federal, state and local laws, rules and regulations. Customer and [RESELLER] acknowledge that they each may have access to confidential information of the disclosing party ("Disclosing Party") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of [RESELLER]'s information, product information, pricing information, product development plans, forecasts, data contained in [RESELLER] Services, and other business information ("Confidential Information"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third party and received in good faith and without any duty of confidentiality by the Receiving Party or the third party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. "Trade Secret" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" set forth in the Official Code of Georgia Annotated § 10-1-761(4). Each receiving party ("Receiving Party") agrees not to divulge any Confidential Information or information derived therefrom to any third party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years thereafter, provided however, that with respect Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

5. **WARRANTIES/LIMITATION OF LIABILITY.** Neither [RESELLER], nor its subsidiaries and affiliates, nor any third-party data provider (for purposes of indemnification, warranties, and limitations on liability, [RESELLER], its subsidiaries and affiliates, and its data providers are hereby collectively referred to as "[RESELLER]") shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the [RESELLER] Services) for any loss or injury arising out of or caused in whole or in part by [RESELLER]'s acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the [RESELLER]

Services. If, notwithstanding the foregoing, liability can be imposed on [RESELLER], then Customer agrees that [RESELLER]'s aggregate liability for any and all losses or injuries arising out of any act or omission of [RESELLER] 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 One Hundred Dollars (\$100.00); and Customer covenants and promises that it will not sue [RESELLER] 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 [RESELLER]. [RESELLER] does not make and hereby disclaims any warranty, express or implied with respect to the [RESELLER] Services. [RESELLER] does not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of the [RESELLER] Services or information provided therein. In no event shall [RESELLER] 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. Due to the nature of public record information, the public records and commercially available data sources used in [RESELLER] Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. [RESELLER] Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.

6. **INDEMNIFICATION.** Customer hereby agrees to protect, indemnify, defend, and hold harmless [RESELLER] 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 (a) use of information received by Customer (or any third party receiving such information from or through Customer) furnished by or through [RESELLER]; (b) breach of any terms, conditions, representations or certifications in this Agreement; and (c) any Security Event. [RESELLER] 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 connection with any third-party claim that the [RESELLER] Services or data contained therein, when used in accordance with this Agreement, infringe a United States patent or United States registered copyright, subject to the following: (i) Customer must promptly give written notice of any claim to [RESELLER]; (ii) Customer must provide any assistance which [RESELLER] may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by [RESELLER]); and (iii) [RESELLER] has the right to control the defense or settlement of the claim; provided, however, that the Customer shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense. Notwithstanding the foregoing, [RESELLER] will not have any duty to indemnify, defend or hold harmless Customer with respect to any claim of infringement resulting from (1) Customer's misuse of the [RESELLER] Services; (2) Customer's failure to use any corrections made available by [RESELLER]; (3) Customer's use of the [RESELLER] Services in combination with any product or information not provided or authorized in writing by [RESELLER]; or (4) any information, direction, specification or materials provided by Customer or any third party. If an injunction or order is issued restricting the use or distribution of any part of the [RESELLER] Services, or if [RESELLER] determines that any part of the [RESELLER] Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third party, [RESELLER] may in its sole discretion and at its option (A) procure for Customer the right to continue using the [RESELLER] Services; (B) replace or modify the [RESELLER] Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the [RESELLER] Services; or (C) terminate this Agreement and refund any fees relating to the future use of the [RESELLER] Services. The foregoing remedies constitute Customer's sole and exclusive remedies and [RESELLER]'s entire liability with respect to infringement claims or actions.

7. **AUDIT.** Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements, this Agreement, and [RESELLER]'s obligations under its contracts with its data providers and [RESELLER]'s internal policies, [RESELLER] may conduct periodic reviews of Customer's use of the [RESELLER] Services and may, upon reasonable notice, audit Customer's records, processes and procedures related to Customer's use, storage and disposal of [RESELLER] Services and information received therefrom. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by [RESELLER] will be subject to immediate action including, but not limited to, suspension or termination of the license to use the [RESELLER] Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

8. **SURVIVAL OF AGREEMENT.** Provisions hereof related to release of claims; indemnification; use and protection of information, data and [RESELLER] Services; payment for the [RESELLER] Services; audit; [RESELLER]'s use and ownership of Customer's search inquiry data; disclaimer of warranties; security; customer data and

governing law shall survive any termination of the license to use the [RESELLER] Services.

9. **EMPLOYEE TRAINING.** Customer shall train new employees prior to allowing access to [RESELLER] Services on Customer's obligations under this Agreement, including, but not limited to, the licensing requirements and restrictions under Paragraph 1 and the security requirements of Paragraph 2. Customer shall conduct a similar review of its obligations under this Agreement with existing employees who have access to [RESELLER] Services no less than annually. Customer shall keep records of such training.

10. **ATTORNEYS' FEES.** The prevailing party in any action, claim or lawsuit brought pursuant to this Agreement is entitled to payment of all attorneys' fees and costs expended by such prevailing party in association with such action, claim or lawsuit.

11. **TAXES.** The charges for all [RESELLER] 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.

12. **CUSTOMER CHANGES/CREDIT REPORT.** Customer acknowledges and understands that [RESELLER] will only allow Customer access to the [RESELLER] Services if Customer's credentials can be verified in accordance with [RESELLER]'s internal credentialing procedures. Customer shall notify [RESELLER] immediately of any changes to the information on Customer's Application for the [RESELLER] Services, and, if at any time Customer no longer meets [RESELLER]'s criteria for providing such service, [RESELLER] may terminate this Agreement. Customer is required to promptly notify [RESELLER] of a change in ownership of Customer's company, any change in the name of Customer's company, and/or any change in the physical address of Customer's company.

13. **RELATIONSHIP OF PARTIES.** None of the parties shall, at any time, represent that it is the authorized agent or representative of the other.

14. **CHANGE IN AGREEMENT.** By receipt of the [RESELLER] Services, Customer agrees to, and shall comply with, changes to the Restricted License granted Customer in Paragraph 1 herein, changes in pricing, and changes to other provisions of this Agreement as [RESELLER] shall make from time to time by notice to Customer via e-mail, online "click wrap" amendments, facsimile, mail, invoice announcements, or other written notification. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section, unless stated otherwise in this Agreement. [RESELLER] may, at any time, impose restrictions and/or prohibitions on the Customer's use of the [RESELLER] Services or certain data. Customer understands that such restrictions or changes in access may be the result of a modification in [RESELLER] policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by [RESELLER] of such restrictions, Customer agrees to comply with such restrictions.

15. **PUBLICITY.** Customer will not name [RESELLER] or refer to its use of the [RESELLER] Services in any press releases, advertisements, promotional or marketing materials, or make any other third-party disclosures regarding [RESELLER] or Customer's use of the [RESELLER] Services.

16. **FORCE MAJEURE.** The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

17. **PRIVACY PRINCIPLES.** With respect to personally identifiable information regarding consumers, the parties further agree as follows: [RESELLER] has adopted the "[RESELLER] Data Privacy Principles" ("Principles"), which may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data, and Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own comparable privacy principles, policies, or practices. The Principles are available at: [http: \[RESELLER WEB PAGE or LN's page at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>\]](http://[RESELLER WEB PAGE or LN's page at http://www.lexisnexis.com/privacy/data-privacy-principles.aspx]).

18. **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 other representations, agreements, and understandings, whether oral or

written, which relate to the use of the [RESELLER] Services and all matters within the scope of this Agreement. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in this Agreement shall, with respect to the [RESELLER] Services and all matters within the scope of this Agreement, supersede any separate non-disclosure agreement that is or may in the future be entered into by the parties hereto. 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 [RESELLER] unless [RESELLER] 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 other writing. This Agreement can be executed in counterparts and faxed or electronic signatures will be deemed originals.

19. **MISCELLANEOUS.** If any provision of this Agreement or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and in any event the remaining provisions of this Agreement shall remain in full force and effect. The headings in this Agreement are inserted for reference and convenience only and shall not enter into the interpretation hereof.

Attachment A

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. [Section 604\(a\)\(1\)](#)
- As instructed by the consumer in writing. [Section 604\(a\)\(2\)](#)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. [Section 604\(a\)\(3\)\(A\)](#)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. [Sections 604\(a\)\(3\)\(B\) and 604\(b\)](#)
- For the underwriting of insurance as a result of an application from a consumer. [Section 604\(a\)\(3\)\(C\)](#)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. [Section 604\(a\)\(3\)\(F\)\(i\)](#)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. [Section 604\(a\)\(3\)\(F\)\(ii\)](#)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. [Section 604\(a\)\(3\)\(D\)](#)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. [Section 604\(a\)\(3\)\(E\)](#)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. [Sections 604\(a\)\(4\) and 604\(a\)\(5\)](#)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. [Section 604\(c\)](#). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as

denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at www.consumerfinance.gov/learnmore.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. [Section 615\(b\)\(2\)](#).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in federal regulations) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 615(d). This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer’s CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller.Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty is from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private

lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1618 et seq.:

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y

Additional Verification Step for End User Requesting FCRA Data

- If End User information is received via fax header must match End User's Entity Name and Physical Location. If not, BankVOD will collect 2 additional business documents that contain Entity Name and Physical Location.
- A phone call will be made to the phone number and contact listed on the end user agreement, verifying that the contact is an employee of the company.
- If End User has been in business for less than 1 year; we will collect 2 additional business document such as a Utility Bill verifying end user name and physical location.
- Verification of End User's FCRA purpose, if end user is requesting FCRA governed information.
- Verification that end user is not on the LexisNexis Reseller Alert List <https://learn.lexisNexis.com/reseller> The list consists of Resellers who are prohibited from accessing LexisNexis Data. Whether that access is to LexisNexis directly or through another reseller. Resellers are required to download the Alert List on a monthly basis to verify end user is not on the alert list. If end user is on the list reseller will no longer provide access to the LexisNexis data. Additionally, if you are receiving Experian Data from LexisNexis and reselling such data, you must query the Experian watch list at <http://ss1.experian.com/securecontrol/logon.html> to ensure end user is not receiving Experian Data or products and services. In order to access Experian's website, you will need to request a User Name and Password by submitting Full Name, Email, Phone Number and full address to aurobindo.sundaram@reedelsevier.com It is mandatory that we query all potential and existing customers against the Lexis Nexis and Experian online watch lists. All queries about end users on watch list should be directed to LNAlertlist@lexisnexis.com

- **Verification that end user is not on the Office of Foreign Assets Control list**
<http://www.treas.gov/enforcement/ofac/sdn/index.shtml>

Site inspection is required for all end users request access to 5A or FCRA data: Unless an exemption set fourth below, all requestor of 5A or FCRA must have a physical site inspection conducted by reseller with LexisNexis approved form or authorized 3rd party inspector by 3 credit bureaus.

- **Take 2 photographs of end users premises, one of the exterior and one of the interiors.**
- **Site inspections should be done to resolve any end user account discrepancy that cannot be resolved otherwise, or when LexisNexis request such inspections in its sole discretion.**

End users meeting any of the following requirements are exempt from site inspections. Reseller may still elect to conduct a site inspection at its discretion.

- a. Publically Traded on NYSE, NASDAQ or Amex**
- b. 501(c) (3) Non Profits**
- c. Any entity from one of the following organizations:**
 - **OCC-Banks**
 - **Member of the Federal Reserve System**
 - **Banks insured by FDIC**
 - **Saving Associations insured by Director of the Office of Thrift Supervision (insured by FDIC)**
 - **Federal Credit Union Act (National CU Credit Board)**
 - **FAA (Air Carriers)**

- **Surface Transportation Board (Railroads)**

d. Federal or State Government Agencies

e. Branch locations of an existing credentialed end user

f. Business certified by Federal Small Business Administration in an SBA administered program.

g. Businesses certified by the Federal Department of Transportation for participation in the DOT's Disadvantaged Business Enterprise Program