Terms & Conditions for USInfoSearch.com Authorized Users

1. **RESTRICTED LICENSE.** Martin Data LLC (dba USInfoSearch.com) hereby grants to Customer a restricted license to use the USInfoSearch Services and any data contained therein, subject to the restrictions and limitations set forth below:

    1.1 **Generally**. USInfoSearch hereby grants to Customer a restricted license to use the USInfoSearch Services solely for the business purposes disclosed in the Data Services Application. Customer represents and warrants that all of Customer's use of the USInfoSearch Services shall be for only this disclosed business purposes. Customer shall not use the USInfoSearch Services for marketing purposes and shall not use the USInfoSearch Services for personal (non-business) purposes. Customer agrees that if USInfoSearch determines or reasonably suspects that Customer is engaging in marketing activities or using the USInfoSearch Services for personal (non-business) purposes or using the USInfoSearch Services' information, programs, computer applications, or data, in any way violating any provision of this Agreement, or any of the laws, regulations, or rules described herein, USInfoSearch may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the USInfoSearch Services. USInfoSearch may at any time mask or cease to provide Customer access to any USInfoSearch Services or portions thereof which USInfoSearch may deem, in USInfoSearch's sole discretion, to be sensitive or restricted information.

    1.2 **Number of Users.** Each USInfoSearch subscription is for a single user from a single computer or workstation. User ID's may not be shared. User ID's are designed and priced for individual, interactive use only. Customer accounts will be locked without warning when USInfoSearch has cause to believe that login information has been shared, enabling more than one individual to make concurrent use of the account.

    1.3 **Definition of "Unlimited Searches".** The meaning of the term "UNLIMITED" used in reference to the Services is normal interactive usage, where interactive is defined as while the individual user is at their computer, guiding its operation, and normal is determined by average usage of the active customer base. Those with excessive search volume will be denied service under the Unlimited Search plan and transitioned to a High Volume user plan.

    1.4 **Unauthorized Data Compilation**. Customer acknowledges that it will not use any manual or automated software, devices, or other automated processes (including but not limited to spiders, robots, scrapers, crawlers, data mining tools, or the like, other than the search engine available as part of the Service) to "scrape" or download data from any web pages contained in the Service. Any attempt to scrape or download data is strictly prohibited.

    1.5 **GLBA Data.** Some of the information contained in the USInfoSearch 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 USInfoSearch 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 USInfoSearch Services and will recertify upon request by USInfoSearch. Customer certifies with respect to GLBA Data received through the USInfoSearch Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

    1.6 **Fair Credit Reporting Act.** The USInfoSearch Services provided pursuant to this Agreement are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act, (15U.S.C. §1681, et seq.), (the "FCRA"), and do not constitute "consumer reports" as that term is defined in the FCRA. USInfoSearch Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the FCRA. Customer certifies that it will not use any of the information it receives through the USInfoSearch Services to determine, in whole or in part an

individual's eligibility for any of the following products, services or transactions:

- Credit or insurance to be used primarily for personal, family or household purposes;
- Employment purposes;
- A license or other benefit granted by a government agency; or
- Any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account;

By way of clarification, without limiting the foregoing, Customer may use, except as otherwise prohibited or limited by this Agreement, information received through the USInfoSearch Services for the following purposes:

- To verify or authenticate an individual's identity;
- To prevent or detect fraud or other unlawful activity;
- To locate an individual;
- To review the status of a legal proceeding;
- To collect a debt, provided that such debt collection does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; or
- To determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes;

If Customer is using the USInfoSearch 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 USInfoSearch Services:

- To revoke consumer credit;
- To accelerate, set or change repayment terms; or
- For the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this section 1.4, use the USInfoSearch Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and

Customer shall not use any of the information it receives through the USInfoSearch Services to take any "adverse action," as that term is defined in the FCRA.

1.7 **Social Security and Driver's License Numbers.** USInfoSearch may in its sole discretion permit Customer to access QA Data (The term "QA", also referred to as Qualified Access, allows users to view full Social Security Numbers, full Date of Birth, and full Driver's License Numbers, as well as other personal identifying information such as name and address.). If Customer is authorized by USInfoSearch to receive QA Data, and Customer obtains QA Data through the USInfoSearch Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by USInfoSearch policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Section 2 below, Customer agrees that it will not permit QA Data obtained through the USInfoSearch 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 USInfoSearch. Customer may not, to the extent permitted by the terms of this Agreement, transfer

QA Data via email or ftp without USInfoSearch's prior written consent. However, Customer shall be permitted to transfer such information so long as: a) a secured method (for example, sftp or encryption) is used, b) transfer is not to any third-party, and c) such transfer is limited to such use as permitted under this Agreement. USInfoSearch may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

1.8 **Death Master File.** Certain data provided by USInfoSearch may include information obtained from the Death Master File (DMF) made available by the US Department of Commerce National Technical Information Services (NTIS) and subject to regulations found at 15 CFR Part 1110. All USInfoSearch Subscribers are required to comply with all applicable laws and, if Subscriber is granted access to DMF data, Subscriber further certifies compliance with 15 CFR Part 1110. Subscriber's failure to comply with 15 CFR Part 1110 may subject subscriber to penalties under 15 CFR Part 1110.200 of $1,000 for each disclosure of user, up to a maximum of $250,000 in penalties per calendar year.

1.9 **Retention of Records.** For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 1.2, 1.3 and 1.5, 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.

1.10 **Copyrighted and Trademarked Materials.** Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the USInfoSearch Services.

2. **SECURITY.** Customer acknowledges that the information available through the USInfoSearch Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure.

   2.1 **Customer Obligations.** Customer is required to Restrict access to USInfoSearch Services to those employees who have a need to know as part of their official duties and ensure that none of its employees, agents, or contractors shall:

   - Obtain and/or use any information from the USInfoSearch Services for personal reasons, or
   - Transfer any information received through the USInfoSearch Services to any party except as permitted hereunder;

   Additionally, Customer shall:

   - Train any user of USInfoSearch Services regarding the obligations under this agreement;
   - Keep all user identification numbers, and related passwords, or other security measures (collectively, "User IDs") confidential and prohibit the sharing of User IDs;
   - Immediately deactivate the User ID of any employee who no longer has a need to know, or has been terminated. User ID for terminated employees shall be deactivated or prior to the date of termination;
   - In addition to any obligations under Section 1 above, take all commercially reasonable measures to prevent unauthorized access to, or use of, the USInfoSearch Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity;
   - Maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through USInfoSearch Services as it is being disposed;
   - Be capable of receiving the USInfoSearch Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by USInfoSearch;
   - Take all steps to protect their networks and computer environments, or those used to access the USInfoSearch Services, from compromise.

   2.2 **Customer Review.** 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.

2.3 **Customer Security & Notice.** Customer will implement policies and procedures to prevent unauthorized use of User IDs and the USInfoSearch Services and will immediately notify USInfoSearch, in writing to the USInfoSearch, if Customer suspects, has reason to believe or confirms that a User ID or the USInfoSearch 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.

2.4 **Indemnity.** Customer shall remain solely liable for all costs associated therewith and shall further reimburse USInfoSearch for any expenses it incurs due to Customer's failure to prevent such impermissible use or access of User IDs and/or the USInfoSearch Services, or any actions required as a result thereof.

2.5 **Security Event.** 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 USInfoSearch's reasonable discretion.
- Customer agrees that such notification shall not reference USInfoSearch or the product through which the data was provided, nor shall USInfoSearch be otherwise identified or referenced in connection with the Security Event, without USInfoSearch'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 USInfoSearch, shall indemnify USInfoSearch from such claims.
- Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to USInfoSearch for review and approval prior to distribution.
- In the event of a Security Event, USInfoSearch 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.** USInfoSearch will use commercially reasonable efforts to deliver the USInfoSearch Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the USInfoSearch Services; provided, however, that Customer accepts all information "**AS IS**." Customer acknowledges and agrees that USInfoSearch obtains its data from third-party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on USInfoSearch for the accuracy or completeness of information supplied through the USInfoSearch Services. Without limiting the foregoing, the criminal record data that may be provided as part of the USInfoSearch 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 USInfoSearch Services which may be otherwise available. USInfoSearch 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 USInfoSearch Services.

4. **INTELLECTUAL PROPERTY; CONFIDENTIALITY**. Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the USInfoSearch Services' information, programs or computer applications. Customer acknowledges that USInfoSearch (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 USInfoSearch Services and the data and information that they provide. Customer shall use such materials in a manner consistent with USInfoSearch's interests and the terms and conditions herein, and shall notify USInfoSearch of any threatened or actual infringement of USInfoSearch's rights. Notwithstanding anything in this Agreement to the contrary, USInfoSearch or USInfoSearch's data provider shall own Customer's search inquiry data used to access the USInfoSearch 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 USInfoSearch 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 USInfoSearch's information, product information, pricing information, product development plans, forecasts, data contained in USInfoSearch Services, and other business information ("Confidential Information").

    4.1   **Exclusions**. Confidential Information shall not include information that:

        4.1.1 Is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public;

        4.1.2 Was in the Receiving Party's possession or known by its prior to receipt from the Disclosing Party;

        4.1.3 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

        4.1.4 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.

    4.2   **Trade Secrets**. "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. 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 USInfoSearch, nor its subsidiaries and affiliates, nor any third-party data provider (for purposes of indemnification, warranties, and limitations on liability, USInfoSearch, its subsidiaries and affiliates, and its data providers are hereby collectively referred to as " USInfoSearch") shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the USInfoSearch Services) for any loss or injury arising out of or caused in whole or in part by

USInfoSearch 's acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the USInfoSearch Services. If, notwithstanding the foregoing, liability can be imposed on USInfoSearch, then Customer agrees that USInfoSearch's aggregate liability for any and all losses or injuries arising out of any act or omission of USInfoSearch 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 USInfoSearch 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 USInfoSearch. USInfoSearch does not make and hereby disclaims any warranty, express or implied with respect to the USInfoSearch Services. USInfoSearch does not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of the USInfoSearch Services or information provided therein. In no event shall USInfoSearch 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 USInfoSearch Services, USInfoSearch Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. USInfoSearch Services are not the sole source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.

6. **INDEMNIFICATION.**

   6.1   **Indemnification, Customer**. Customer hereby agrees to protect, indemnify, defend, and hold harmless USInfoSearch 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 USInfoSearch; (b) breach of any terms, conditions, representations or certifications in this Agreement; and (c) any Security Event outlined in Section 2.

   6.2   **Injunction**. If an injunction or order is issued restricting the use or distribution of any part of the USInfoSearch Services, or if USInfoSearch determines that any part of the USInfoSearch Services is likely to   become the subject of a claim of infringement or violation of any proprietary right of any third-party, USInfoSearch may in its sole discretion and at its option:

       6.2.1   Procure for Customer the right to continue using the USInfoSearch Services;

       6.2.2   Replace or modify the USInfoSearch Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the USInfoSearch Services; or

       6.2.3   Terminate this Agreement and refund any fees relating to the future use of the USInfoSearch Services.

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 USInfoSearch's obligations under its contracts with its data providers and USInfoSearch's internal policies, USInfoSearch may conduct periodic reviews of Customer's use of the USInfoSearch Services and may, upon reasonable notice, audit Customer's records, processes and procedures related to Customer's use, storage and disposal of USInfoSearch 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 USInfoSearch will be subject to immediate action including, but not limited to, suspension or termination of the license to use the USInfoSearch 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 USInfoSearch Services; payment for the USInfoSearch Services; audit; USInfoSearch'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 USInfoSearch Services.

9. **ATTORNEYS' FEES.** Any action, claim or lawsuit brought pursuant to this Agreement entitles USInfoSearch to payment of all attorneys' fees and costs expended in association with such action, claim or lawsuit and shall include legal fees expended by in-house counsel for USInfoSearch.

10. **TAXES.** The charges for all USInfoSearch 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.

11. **CUSTOMER CHANGES.** Customer shall notify USInfoSearch immediately of any changes to the information on Customer's Application for the USInfoSearch Services, including change in purpose or industry. Upon such change, Martin Data will re-evaluate eligibility and may terminate this Agreement or restrict access to certain data services.

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

13. **CHANGE IN AGREEMENT.** By receipt of the USInfoSearch Services, Customer agrees to, and shall comply with, changes to the Restricted License granted Customer in <u>Section 1</u> herein, and changes to other provisions of this Agreement as USInfoSearch shall make from time to time. USInfoSearch may, at any time, impose restrictions and/or prohibitions on the Customer's use of the USInfoSearch Services or certain data. Customer understands that such restrictions or changes in access may be the result of a modification in USInfoSearch 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 USInfoSearch of such restrictions, Customer agrees to comply with such restrictions.

14. **PUBLICITY.** Customer acknowledges that it will not name USInfoSearch or refer to its use of the USInfoSearch Services in any press releases, advertisements, promotional or marketing materials, or make any other third-party disclosures regarding USInfoSearch or Customer's use of the USInfoSearch Services without the written permission of USInfoSearch.

15. **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.

16. **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 term of the agreement, which shall supersede all other representations, agreements, and understandings, whether oral or written, which relate to the use of the USInfoSearch 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 USInfoSearch 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 USInfoSearch unless USInfoSearch 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.

17. **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.

18. **FEES.** The fees listed online may be updated from time to time. Customer acknowledges and agrees that reasons for pricing changes may include changes in legal or regulatory requirements relating to the Services and, with respect to package pricing that may include out of pocket expenses, increases in out of pocket expenses. All current and future pricing documents are deemed incorporated herein by reference. Customer shall be responsible for all charges incurred, including any monthly minimum commitments, charges resulting from Customer's errors in inputting data, and duplicate requests and errors in transmission.

19. **PAYMENT.** Customer shall be responsible for payment for all services obtained through Customer's access identification code, based upon the specific service package Customer has signed up for. Payment shall be via credit card and such payments will occur by an automatic charge to Customer's credit card on file for this purpose. Customer may cancel their subscription at any time; however, no refunds shall be issued, nor shall partial payment be accepted. In the event that Customer's payment information is rejected, declined, or Customer's payment information expires, USInfoSearch shall suspend Customer's account and shall inform Customer of the failed payment attempt. Account access shall not be reinstated until updated payment information is received and processed. Customer acknowledges that the billing cycle shall not change to coincide with the late payment. If payments are past due more than twenty-five (25) days, USInfoSearch may terminate this Agreement. Any past due amounts shall accrue interest at the lesser of five percent (5%) per month on the unpaid amounts or the maximum allowed by law for each month such amounts remain past due and owing. Customer is responsible for all collection costs and attorney fees incurred by USInfoSearch through its efforts to collect on balance(s) owed by Customer.

20. **TERMINATION.** This Agreement may be terminated by USInfoSearch at any time, with or without notice or cause. Violation by Customer of state or federal laws or USInfoSearch or Third Parties' established policies and procedures may result in immediate termination of this Agreement at USInfoSearch' sole discretion. Provisions hereof related to indemnification, use of information and data, limitations of liability, payment for Services and disclaimer of warranties shall survive any termination of this Agreement. Customer may terminate this Agreement by submitting a cancelation letter and payment in full.

   20.1 **Cancelation Requirements.** Cancelations must be received in writing from the customer's primary account holder and submitted directly to customer service at customerservice@USInfoSearch.com.

   20.2 **Monthly Subscription.** Customer will be responsible for any Premium charges incurred during the last billing cycle. Customer will also be responsible for any partial monthly payment depending on the customer's subscription plan billing cycle.

21. **DATA OWNERSHIP AND USE LIMITATIONS:** USInfoSearch may, from time to time, impose restrictions on the use of the Services as a result of changes in the law, limitations placed on USInfoSearch from third parties or otherwise, which may limit User's access to some or all of the data.

   21.1 **Unauthorized Data Compilation**. Customer acknowledges that it will not use any manual or automated software, devices, or other automated processes (including but not limited to spiders, robots,   scrapers, crawlers, data mining tools, or the like, other than the search engine available as part of the Services) to "scrape" or download data from any web pages contained in the Service. Any attempt to scrape or download data is strictly prohibited.

   21.2 **Intellectual Property**. Customer acknowledges that USInfoSearch and/or third parties retain all right, title and interest under applicable copyright and other laws in the databases and materials contained therein, used to provide Services hereunder, and Customer shall use such materials consistent with such right, title and interest and notify USInfoSearch of any threatened or actual infringement or misappropriation.

   21.3 **Use Limitations**. Customer further acknowledges that this Agreement grants Customer a limited license during the term of this Agreement, to use the data for its own business purposes, without right to   sub-license, in exchange for payment of fees and charges set forth in this agreement.

      21.3.1 Customer shall not resell, reproduce, retransmit, publish or otherwise transfer for

commercial exploitation any information that Customer receives from Services.

21.3.2 Customer shall not use any information received from the Service for any purpose considered by USInfoSearch or third parties as solicitation or marketing   for goods or services.

21.3.3 Customer acknowledges that USInfoSearch maintains records of access to the Services in order to comply with State and Federal law, and with the   requirements of third parties, and that in certain limited circumstances USInfoSearch may be required to disclose that Customer accessed certain data in   order to meet these requirements.

21.3.4 USInfoSearch will, from time to time, in the ordinary course of business, in order to fulfill its compliance obligations, routinely and randomly audit, through a variety of means, the use of information obtained by Customer from USInfoSearch.

21.3.5 Customer agrees to provide to USInfoSearch such access or documentation as USInfoSearch deems necessary to perform such audits in order to verify the legitimacy of a request for non-public and public information.

21.3.6 USInfoSearch shall protect the confidentiality of all information obtained through such audits.

21.3.7 Customer acknowledges that failure to provide such access or documentation may result in immediate restriction of access or other remedies.

22. **GOVERNING LAW.** This Agreement shall be interpreted in accordance with the laws of the State of Ohio.

23. **NO ASSIGNMENT.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Customer shall not assign this Agreement (or any part thereof) without the prior written consent of USInfoSearch. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 14 will be null and void. Customer agrees that in the event of any reorganization, sale of all or substantially all its assets or voting securities, or any change of control (a "Change of Control" that (a) Customer will notify USInfoSearch within ten (10) days, and (b) the Change of Control will not extinguish any right of USInfoSearch to payment or any obligation of Customer with respect to the Service.

24. **BINDING ARBITRATION.** In case of any dispute, both parties agree to binding arbitration in the State of Ohio.