



## Public Records Products Application & Agreement

IRBsearch, LLC, (hereinafter referenced as, "IRBsearch,") hereby agrees to provide public record products among other products and services (the, "IRBsearch Services,") which you (hereinafter referred to as either, "you," or, "Customer,") agree to contract for and receive pursuant to this Agreement.

The terms, conditions and other documents constituting the Agreement are: (1) this Public Records Products Application and Agreement; (2) Terms and Conditions **Version: 150701**, (3) Permissible Use Certification (if applicable), (4) DMF Access Certification (if applicable), (5) Authorized Agent Agreement (if applicable), all of which are specifically incorporated herein and made a part of this Agreement, to which you intend and shall be bound by as one integrated contract; a complete copy of these documents have been delivered electronically to you with this Public Records Products Application and Agreement for your signature below (your signing below and returning this page to IRBsearch is acknowledgment of receipt of all such documents and that your information processing system is capable of printing and storing such electronic records.)

The information submitted on this Agreement will be used to determine eligibility for accessing public record products provided by IRBsearch. IRBsearch reserves the right to reject this Agreement without reason or for any reason whatsoever, without recourse against IRBsearch, or any of their employees, officers, directors, agents, affiliates, or other designees. Additionally, Customer hereby authorizes IRBsearch to independently verify the information provided. Customer understands and agrees that IRBsearch can conduct an investigation of Customer's background and business to confirm legitimacy and verification of purpose. Customer hereby agrees and grants permission to allow IRBsearch to access such information in order to verify requirements for application process and account maintenance. IRBsearch's delivery to you of a username and password is notice of its acceptance of this Agreement and the formation of this Agreement between the parties and shall constitute a contract and Agreement as provided for in the Uniform Electronic Transaction Act, §§ 668.50 et. seq.

### Business Information

<b>Full Legal Company Name</b> <input type="text"/>	<b>Industry</b> <input type="text"/>	<b>Office Location</b> <input type="text"/>	
<b>Website</b> <input type="text"/>	<b>Type of Business</b> <input type="text"/>	<b>Year Founded</b> <input type="text"/>	
<b>Physical Address</b> <input type="text"/>	<b>City</b> <input type="text"/>	<b>State</b> <input type="text"/>	<b>Zip Code</b> <input type="text"/>
<b>Mailing Address</b> <input type="text"/>	<b>City</b> <input type="text"/>	<b>State</b> <input type="text"/>	<b>Zip Code</b> <input type="text"/>

### Contact Information

<b>First Name</b> <input type="text"/>	<b>Last Name</b> <input type="text"/>	<b>Title</b> <input type="text"/>	
<b>Nickname</b> <input type="text"/>	<b>Username</b> <input type="text"/>	<b>Phone Number</b> <input type="text"/>	<b>Extension</b> <input type="text"/>
<b>Email</b> <input type="text"/>	<b>Mobile/Alternate Number</b> <input type="text"/>		<b>Birth Date</b> <input type="text"/>

**I HEREBY CERTIFY** that I am authorized to execute this Agreement on behalf of the Customer listed above and that the statements I have provided in this Agreement, together with the other documents referenced above are true and correct and agree to be bound by them in utilizing the IRBsearch Services and that the undersigned has full legal authority and capacity to enter into this Agreement. The undersigned hereby acknowledges that he/she/it may affix an electronic signature to this Agreement and that such signature and this Agreement may be maintained as an electronic record.

Signature

Date

Print Name

Print Name of Business Entity or DBA (if Applicable)

Please complete this form and return it to IRBsearch, LLC by faxing it to (850) 656-1738 or by scanning and emailing to: [NewApplications@IRBsearch.com](mailto:NewApplications@IRBsearch.com).



## Permissible Use Certification

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I, \_\_\_\_\_, certify that my company (\_\_\_\_\_) and its users fully understand the restrictions and responsibilities of accessing data protected by the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) and the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and related state laws. I, \_\_\_\_\_, am responsible for the permissible purposes chosen for each search conducted within my account and all implications thereof.

Some IRBsearch Services use and/or display personal information, the use of which may be governed by the GLBA and/or the DPPA. You certify, under penalty of perjury, that you and your company have a permissible use under the GLBA and/or DPPA to use and obtain such information. Furthermore, you certify, under penalty of perjury, that you and your company users will only select the GLBA and/or DPPA permitted use that applies to you and your casework.

**Customer Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Print Name**



## Authorized User Request

I, *(print owner name)* \_\_\_\_\_, hereby authorize IRBsearch, LLC, to add:

*(print name of new Authorized User)* \_\_\_\_\_

to my account as an Authorized User. I understand that by adding the above person they will have full access to my company account information that includes the ability to change information on my account. Should this user leave my company or I decide that I no longer want this person to be an Authorized User, I will notify IRBsearch, LLC in writing to have them removed.

For security purposes, please create a security Question/Password that the new user will use when calling in to access the account. The Security Question needs to be something that is confidential in order to continue to provide secure access to your account. (Examples: 1st 5 numbers of Social Security Number, Mother's Maiden Name, High School Mascot)

### Security Information

Security Question

Answer

### Account Owner Information

IRBsearch Account Number

Street

City

State

Zip Code

Phone Number

Please Include a Copy of Your Photo ID

Signature

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Date

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## Billing and Compliance Contact Information

I, (*print owner name*) \_\_\_\_\_, hereby authorize IRBsearch, LLC, to add the below billing and(or) compliance contact as an authorized contact to my account. I understand that by adding the persons below that they will have full access to my company's billing and/or compliance information and will have the ability to change information within as it relates to such on the account. Should this contact leave my company or I decide that I no longer want this person to be an authorized contact, I will notify IRBsearch, LLC in writing to have them removed.

### Billing Contact Information

<b>First Name</b> <input type="text"/>	<b>Middle Name</b> <input type="text"/>	<b>Last Name</b> <input type="text"/>
<b>Title</b> <input type="text"/>	<b>Email Address</b> <input type="text"/>	
<b>Birth Date</b> <input type="text"/>	<b>Phone Number</b> <input type="text"/>	<b>Mobile Number</b> <input type="text"/>

### Compliance Contact Information

<b>First Name</b> <input type="text"/>	<b>Middle Name</b> <input type="text"/>	<b>Last Name</b> <input type="text"/>
<b>Title</b> <input type="text"/>	<b>Email Address</b> <input type="text"/>	
<b>Birth Date</b> <input type="text"/>	<b>Phone Number</b> <input type="text"/>	<b>Mobile Number</b> <input type="text"/>

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_



## Addendum for Access to Limited Access Death Master File Data

IRBsearch, LLC (hereinafter "IRBsearch") utilizes a contracted agent network to access the Death Master File Data ("DMF Data"). IRBsearch Customers must first fully complete this Addendum for Access to Limited Access Death Master File Data to the IRBsearch Service Application and Agreement and return a fully executed copy to IRBsearch by fax at 850.656.1738 or by email at customercare@irbsearch.com.

### Company Information

Full Legal Company Name (the "Customer")

Current IRBsearch Account Number

This Addendum for Access to Limited Access Death Master File Data ("Addendum"), dated as of the Effective Date, is for Access to Limited Access DMF Data, amends and supplements each Contract between IRBsearch and the Customer, and applies with respect to the Limited Access DMF data described herein only. Unless notice is provided by IRBsearch otherwise, the term of this Addendum shall run in parallel to any Contract(s) under which Limited Access DMF is provided.

You also hereby certify to IRBsearch that you are in, and assume full responsibility for, compliance with the DMF Data and you agree to indemnify, defend, and hold IRBsearch, its affiliates, and assigns harmless from any breach of the DMF Data by you, your agents, or contractors and for any damages, fees, and costs associated therewith. If the terms and conditions of the IRBsearch Service Application and Agreement and the terms and conditions of this Addendum are in conflict, then the terms and conditions of this Addendum shall apply. The Parties agree as follows:

### Certification

Customer's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Customer hereby certifies that it has the indicated permissible purpose(s) under part (a) of this Section ("Certification") and that it meets the requirements of part (b) of this Section:

(a) Such the Customer has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, will use the Limited Access DMF only for such purpose(s), and specifies the basis for so certifying as (choose any applicable purposes that apply to Customer's use):

- Legitimate Fraud Prevention Interest:** Customer has a legitimate fraud prevention interest to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.
- Legitimate Business Purpose Pursuant to a Law, Governmental Rule, Regulation, or Fiduciary Duty:** Customer has one or more of the purposes permitted under 42 USC 1306c including fraud prevention and ID verification purposes. Customer's specific purpose(s) for obtaining Limited Access DMF data under this Addendum is:
  - Fraud Prevention and identity verification purposes
  - For uses permitted or required by regulation
  - For uses permitted or required by law
  - For uses necessary to fulfill or avoid violating fiduciary duties
  - For uses permitted or required by governmental rules

(b) Customer has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and

(c) Customer agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Customer.

### Authorization and Acceptance

I HEREBY CERTIFY that I am authorized to execute the IRBsearch Service Application and Agreement on behalf of the Customer listed above.

Signature

Date

Print Name

Title



# Terms & Conditions

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## 1. Restricted License

IRBsearch, LLC (hereafter "IRBsearch") hereby grants to Customer a license to use IRBsearch Services, including but not limited to IRBclassic, IRBfocus, IRBfocus/Express, the Vault, and the Connections Network, (hereafter "IRBsearch Services") subject to the restrictions and limitations set forth below:

**(a) Generally.** IRBsearch hereby grants to Customer a restricted license to use IRBsearch Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of IRBsearch Services shall be for only legitimate purposes, including those specified by Customer in Sections C and E of this Agreement or subsequently specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Agreement.

Customer shall not use any information contained in IRBsearch Services for a purpose not specified by Customer or otherwise authorized in this Agreement, or disclose any such information, or resell or broker IRBsearch Services to any third party. Additionally, Customer agrees that IRBsearch Services may not be used to (a) violate any applicable federal, state or local laws or regulations; (b) bother, stalk, harass, threaten or embarrass any individual; (c) to look up famous people, politicians, celebrities, professional athletes, or any other high-profile individuals (unless Customer has a permissible purpose under the laws set forth below); (d) to locate individuals under the age of 18. IRBsearch Services are only available to individuals aged 18 years or older. Customer agrees that if IRBsearch determines or reasonably suspects that Customer is engaging in marketing activities, reselling or brokering IRBsearch 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, IRBsearch may take immediate action, including terminating the delivery of and the license to use IRBsearch Services.

Customer shall not access IRBsearch Services from Internet Protocol addresses located outside of the United States and its territories without IRBsearch's prior written approval. Customer may not use data to create a competing product. Customer shall comply with all laws, regulations, and rules which may, in IRBsearch's opinion, govern the use of IRBsearch Services and information provided herein.

**(b) GLBA Data.** Some of the information contained in IRBsearch Services is "nonpublic personal information," as defined in and regulated by the Gramm-Leach-Bliley Act ("GLBA"). Customer shall not obtain and/or use GLBA data through IRBsearch Services, in any manner that would violate the GLBA, or any similar state or local laws, regulations, and rules.

Customer agrees to use such GLBA data solely in accordance with the permissible use(s) Customer certifies in Section C of this agreement or in online certifications, under penalty of perjury. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA data at the time it requests information in connection with certain IRBsearch Services.

In addition, Customer agrees it will recertify, in writing, its permissible uses of GLBA data upon request by IRBsearch. Customer certifies, with respect to GLBA Data received through IRBsearch Services, that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

**(c) DPPA Data.** Some of the information contained in IRBsearch Services is "personal information," as defined in and regulated by the Driver's Privacy Protection Act ("DPPA").

Customer shall not obtain and/or use DPPA data through IRBsearch Services in any manner that would violate the DPPA. Customer agrees, under penalty of perjury, to use such information solely in accordance with the permissible use(s) Customer identified in Section E of this Agreement.

Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA data at the time it requests information in connection with certain IRBsearch Services. In addition, Customer agrees it will recertify, in writing, to IRBsearch its permissible uses of DPPA data upon the request of IRBsearch.

**(d) DMF Data.** Some of the information contained in IRBsearch services may contain information from the Limited Access Death Master File ("DMF"), pursuant to Section 203 of the Bipartisan Budget Act of 2003. Access to DMF data requires the IRBsearch Death Master File Addendum ("DMF Addendum").

Customer acknowledges and agrees, under penalty of perjury, that the following provisions are applicable to customer and ordering, access to, and use of Limited Access DMF:

i. **Compliance with Terms of Agreement and Code of Federal Regulation ("CFR").** Customer requesting of DMF must comply with the terms of the Agreement and the requirements of 15 CFR Part 1110, and Customer may not further distribute the DMF.

ii. **Change in Status.** Should Customer's status change such that it would no longer have a permissible purpose to access DMF, Customer agrees to immediately notify IRBsearch in writing. Should Customer cease to have access rights to DMF, Customer shall destroy all DMF, and will certify to IRBsearch in writing that it has destroyed all such DMF.

## Terms & Conditions Continued...

**iii. Security and Audit.** Customer will at all times have security provisions in place to protect the DMF from being visible, searchable, harvestable, or in any way discoverable on the World Wide Web, in compliance with this Agreement. Customer understands that any successful attempt by any person to gain unauthorized access to or use of the DMF provided by IRBsearch may result in immediate termination of Customer's access. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances result in penalties as prescribed in 15 CFR § 1110.200 levied on Customer and the person attempting such access. Customer will take appropriate action to ensure that all persons accessing the Limited Access DMF obtained from IRBsearch are aware of their potential liability for misuse or attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security and Customer must immediately report the same to NTIS at [dmcert@ntis.gov](mailto:dmcert@ntis.gov); and to IRBsearch by written notification to IRBsearch, LLC, 2341-A Hansen Court, Tallahassee, FL 32301, and by email ([customer@irbsearch.com](mailto:customer@irbsearch.com)) and by phone (1-800-447-2112). Customer agrees to be subject to audit by IRBsearch and/or NTIS to determine Customer's compliance with the requirements of this Addendum, the Agreement, and CFR. Customer agrees to retain a list of all employees, contractors, and subcontractors to which it provides DMF and to make that list available to NTIS and/or IRBsearch as part of any audits conducted hereunder. Customer will not resell or otherwise redistribute DMF.

**iv. Penalties.** Customer acknowledges that failure to comply with the provisions of the DMF Addendum may subject Customer to penalties under CFR of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year, or potentially uncapped for willful disclosure.

**v. Law, Dispute Resolution, and Forum.** Customer acknowledges that this Addendum is governed by the terms of federal law. Customer acknowledges that the terms of Section 14 of the Agreement govern disagreement handling, and, without limitation to the foregoing, that jurisdiction is federal court.

**vi. Liability.** The U.S. Government/NTIS and IRBsearch (a) make no warranty, express or implied, with respect to information provided under the Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume no liability for any direct, indirect or consequential damages flowing from any use of any part of the DMF, including infringement of third party intellectual property rights; and (c) assume no liability for any errors or omissions in DMF. The DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, and IRBsearch, do not guarantee the accuracy of the DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person in the DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. Customer specifically acknowledges the terms of the DMF Addendum to the Agreement, which terms apply to Customer.

**vii. Indemnification.** Customer shall indemnify and hold harmless IRBsearch and NTIS and the Department of Commerce from all claims, liabilities, demands, damages, expenses, and losses arising from or in connection with Customer's, Customer's employees', contractors', or subcontractors' use of the DMF. This provision will include any and all claims or liability arising from intellectual property rights.

**viii. Survival.** Provisions hereof related to indemnification, use and protection of DMF, audit, disclaimer of warranties, and governing law shall survive termination of this Addendum.

**ix. Conflict of Terms.** Recipient acknowledges that the terms of this Addendum, in the event of conflict with the terms of the Contract, apply in addition to, and not in lieu of, such Contract terms, with respect to the Limited Access DMF only.

**(e) Driving Record Data.** Some of the information contained in IRBsearch services may contain Driving Record information, not limited to results from the Driving Record Search. It is expressly understood that any information derived from IRBsearch cannot be used for any permissible purpose as defined by Fair Credit Reporting Act (15 SS U.S.C. 1681 et seq.), including the making of an employment decision, a leasing decision, or a decision to insure an individual or business. Customer also certifies to IRBsearch, under penalty of perjury, that Customer is in compliance with the DPPA, as chosen and identified by Customer. Customer further agrees to defend and hold IRBsearch harmless from any breach of the DPPA by Customer, Customer's agents, or Customer's contractors and for any damages, fees, and costs associated therewith.

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

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

**(h) Social Security and Driver's License Numbers.** If Customer is provided access to Social Security numbers or Driver's License numbers or Dates of Birth (collectively "SSNs"), Customer certifies it will not use or provide the SSNs to Customers or any other third parties, without the express written permission of IRBsearch. In addition to the restrictions on distribution otherwise set forth herein, Customer agrees that it will not permit SSNs obtained through the IRBsearch Services to be used by another department or division of Customer, or by an employee or contractor of Customer that is not an authorized user with an authorized use. In the event Customer is not an authorized user and/or does not have an authorized use at any time during the term of this Agreement, IRBsearch may immediately preclude Customer from receiving SSNs.

# Terms & Conditions Continued...

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Customer agrees it will recertify, in writing, to IRBsearch that it is an authorized user and that it has one or more authorized uses upon the request of IRBsearch. Customer may not, to the extent permitted by the terms of this Agreement, transfer SSNs via email or ftp without IRBsearch's prior written consent.

**(i) IRBsearch's Policies and Procedures.** In addition to the requirements set forth in this Agreement, Customer agrees to the following: (1) Customer agrees to comply with IRBsearch policies and procedures as announced by IRBsearch from time to time. (2) IRBsearch may from time to time notify Customer of additional, updated or new requirements for compliance, which will be a condition of Customer's continued provision of IRBsearch Services to Customer. Customer agrees to comply with such requirements as to which it has received notice from IRBsearch and such shall be and are incorporated into this Agreement by this reference.

## 2. Security

Customer acknowledges that the information available through IRBsearch Services includes personally identifiable information, including without limitation, the information described in the Terms and Conditions Section 1(b), (c), (d) and (e) hereof, and it is Customer's obligation to keep all such accessed information secure.

Results generated from IRBfocus/Express searches and reports, stored electronically or on hard copy, must be purged within ninety (90) days of initial receipt of such data.

Accordingly, Customer shall (a) restrict access to IRBsearch Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall obtain and/or use any information from IRBsearch Services for personal reasons, or (c) not transfer any information received through IRBsearch Services to any party except as permitted hereunder; (d) immediately deactivate or notify IRBsearch to deactivate the user of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) unless otherwise agreed, keep all numbers confidential and prohibit the sharing of User Names; (f) in addition to any obligations under Terms and Conditions Section 1(ii), take all commercially reasonable measures to prevent unauthorized access to, or use of, IRBsearch Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (g) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through IRBsearch Services as it is being disposed; (h) unless otherwise required by law, purge all information received through IRBsearch Services and stored electronically or on hard copy by Customer within 90 days of initial receipt; (i) be capable of receiving IRBsearch Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by IRBsearch; (j) not access and/or use IRBsearch Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by IRBsearch.

In the event that Customer discloses to IRBsearch "nonpublic personal information" (as such term is defined in the GLBA Section 6809) about its customers and consumers ("Customer NPI") pursuant to the terms of this Agreement, IRBsearch agrees: (a) to maintain the confidentiality of all Customer NPI; and (b) not to disclose or use Customer NPI except in the performance of its obligations pursuant to this Agreement or in connection with judicial or government proceedings pursuant to applicable law. In addition, IRBsearch has implemented appropriate measures designed to meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Customer Information. Customer acknowledges that Customer may provide information to IRBsearch that constitutes Customer NPI but which is duplicative of information that IRBsearch has lawfully received from other sources free of any confidence. In such event, Customer acknowledges that this will not prohibit IRBsearch from using and disclosing such information from such other sources so long as IRBsearch does not state or imply that Customer was the source of such information.

## 3. Performance

IRBsearch will use reasonable efforts to deliver IRBsearch Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of IRBsearch Services, provided, however, that the Customer accepts all information "AS IS." Customer acknowledges and agrees that IRBsearch obtains its data from third-party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on IRBsearch for the accuracy or completeness of information supplied through IRBsearch Services. Customer understands that Customer may be restricted from accessing certain IRBsearch Services that may be otherwise available.

IRBsearch 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 IRBsearch Services. In the event that IRBsearch discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, IRBsearch will, at Customer's option, terminate this Agreement.

## 4. Pricing Schedule

IRBsearch agrees to provide the products at the applicable charge then prevailing for the information requested. If a Schedule A or sales contract is attached to this Agreement, the fees as listed on the Schedule A or sales contract shall supersede any other listed prices. Customer agrees to pay IRBsearch for services under this Agreement, in accordance with the prices as may be posted on IRBsearch's website, as updated from time to time through online announcements, customer bulletins, and published price schedules.

IRBsearch is not responsible for ensuring delivery of such updates, changes, additions, or deletions to any of its pricing policies that may occur from time to time. All current and future pricing documents are deemed incorporated herein by reference.

## 5. Trial Period

The standard IRBsearch trial period allows each new Account a set number of free searches for a set time period. Trial period may not include enhanced search types, as outlined in the pricing schedule. The free-trial period begins when all paperwork is completed and approved by IRB. The free-trial period concludes when the free searches are used by the customer or at the end of the set time period following trial Account activation-whichever comes first.

## 6. Intellectual Property

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

Customer Initials \_\_\_\_\_



# Terms & Conditions Continued...

## 7. Charges and Fees

For each response to a request for information, Customer agrees to pay to IRBsearch the applicable charge then prevailing for the information requested. Customer shall also pay to IRBsearch a monthly subscription fee, if applicable. IRBsearch is not responsible for ensuring delivery of such updates, changes, additions, or deletions to any of its policies that may occur from time to time. All current and future IRBsearch pricing documents are deemed incorporated herein by reference.

Customer is required to have a credit card or draft by electronic funds transfer (EFT) pursuant to the Automated Clearing House Agreement to be billed directly by IRBsearch associated with your Account. If Customer would like to pay by check, Customer will be required to submit this request to IRBsearch for approval. Additional forms may be required for Customer to be authorized to pay by check. Customer hereby authorizes IRBsearch, under this Application and Agreement, to bill this credit card or electronic funds transfer (EFT) for the charges incurred for use of IRBsearch Services. Additionally, Customer hereby agrees that if the credit card company or financial institution refuses to pay charges incurred for use of IRBsearch Services, Customer shall be personally responsible for the payment of such charges.

Customer shall be responsible for payment for all services and fees obtained through Customer's User Name(s), after the expiration of a free trial if applicable, whether or not such User Name(s) is used by Customer or a third party, provided access to the User Name(s) is not the result of use by a person formerly or presently employed by any members of IRBsearch or who obtains the User Name(s) by or through a break-in or unauthorized access of IRBsearch's offices, premises, records or documents, or computer system. Customer has an obligation to implement security procedures to ensure that the User Name(s) is protected from unauthorized access, use or theft.

Customer shall pay on a daily or monthly basis to IRBsearch for the use of such IRBsearch Services and applicable fees. For daily-billed customers, Customer agrees that it may be electronically invoiced on a daily basis, with the payment occurring on the day following usage. For monthly billed customers, the Customer agrees that it may be electronically invoiced on the first (1st) day of each month, with payment occurring on the second (2nd) day of each month, unless other arrangements have been agreed upon by IRBsearch and the Customer, via the payment method associated with the Customer's Account. In the event there are insufficient funds in Customer's account following an initial debit attempt, IRBsearch will make a second attempt to charge the card on the fifth (5th) day of the month. After the second unsuccessful debit attempt, IRBsearch may temporarily suspend all IRBsearch Services, may issue a late payment notice, and may charge Customer a \$35 late fee. Delinquent Accounts will accrue interest at the rate of 1.5% per month (18% per annum) or the maximum amount allowed by law, if less. In the event the bank returns the check payment received by the customer as insufficient funds, IRBsearch may issue a \$35 fee to the Account for the returned item.

In the event a delinquent Account is temporarily suspended, the Customer will need to make full payment of the delinquent amount to resume IRBsearch Services unless other arrangements are made between IRBsearch and the Customer.

Customers may have a daily spending limit on their Account, which may prevent a Customer from incurring additional search costs once met. The daily spending limit is set at the discretion of IRBsearch. A daily billed customer may pay their bill in full, prior to being invoiced and charged.

As a security procedure, it is Customer's responsibility to notify IRBsearch promptly (within no less than 30 days), upon receipt of a monthly invoice or the monthly statement for any credit card or automated clearing house transaction, of any erroneous or unauthorized billing charges that Customer did not intend to be bound by, or for which Customer had not received any benefit or value. Furthermore, in the event that the Customer's User Name(s) or password(s) have been compromised, it is the Customer's obligation to notify IRBsearch promptly (within no less than three days). IRBsearch will make reasonable efforts and use reasonable methods to resolve any disputes or discrepancies that arise regarding your monthly invoice or statement. As part of the dispute resolution process, the Customer acknowledges and agrees that the Authorized User or Cardholder will not initiate any chargeback or claim procedure with our Merchant Bank and your creditor without first contacting IRBsearch and providing us with the opportunity to resolve the claim or dispute, even if we were ultimately unable to provide a resolution. In the event a chargeback or claim procedure is executed with our Merchant Bank, IRBsearch will issue a Dispute Chargeback Fee of \$35 to the Account for the disputed item.

## 8. Connections Network

Customers who have been fully credentialed to receive IRBsearch services may opt into IRBsearch's Connection Network (hereafter "Connections"). Access to Connections is given at the discretion of IRBsearch. By opting into Connections, Customer also agrees to abide by the IRBsearch Community Guidelines. Failure to comply with the IRBsearch Community Guidelines may result in suspension of Connections. By forming a connection with a separate IRBsearch Customer, Customer agrees to be rated and reviewed and will not hold IRBsearch liable for any content that arises from Customer-to-Customer interaction. Customer shall not mine, distribute, or use any IRBsearch Services for external marketing purposes. Customer must be in good-standing to access Connections. Customer may choose to opt out of Connections without penalty. Excessive usage may result in data storage fees.

## 9. Data Storage

(a) **The Vault** is a storage and organization center for Customer's use. All information stored in the Vault is encrypted and secure. IRBsearch does not read, monitor, or review the content of the Vault. Customer's Vault contents are the property of the Customer and are available for download at any time, providing the Customer is in good standing with IRBsearch, as outlined by the Agreement.

IRBsearch shall use reasonable skill and due care in providing the Vault, but, TO THE GREATEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IRBSEARCH DOES NOT GUARANTEE OR WARRANT THAT ANY CONTENT STORED OR ACCESSED THROUGH THE VAULT WILL NOT BE SUBJECT TO INADVERTENT DAMAGE, CORRUPTION, LOSS, OR REMOVAL IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, AND IRBSEARCH SHALL NOT BE RESPONSIBLE SHOULD SUCH DAMAGE, CORRUPTION, LOSS, OR REMOVAL OCCUR. It is the responsibility of the Customer to maintain appropriate alternate backup of your information and data.

(b) **Message Center** - Utilizing the Message Center permits IRBsearch to store attachments, deliver messages to other users, and receive messages from other users. IRBsearch does not read or monitor messages or attachments.

(c) **Storage Fees** - Additional storage for the Message Center and/or Vault is available for purchase on a subscription basis.

# Terms & Conditions Continued...

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## 10. Watchdog Services

The Watchdog Services are provided at the discretion of IRBsearch to Customer. Watchdog Services are billed as a monthly service, as detailed in Customer's price plan. Watchdog Services are billed in monthly increments, not available as a pro-rated fee for any reason, and are only available to Customers with a monthly billed agreement. Watches are only available while a Customer is active; any change in status will result in the cancellation of all active watches, without refund.

(a) Arrest & Booking Watches. Customer agrees to receive updates via email about the identified subject's arrest and booking status. Arrest & Booking Watches do not produce search results, only alerts based on publicly reported information.

(b) Search Result Watches. Customer agrees to receive updates via email about updates to Customer-selected criteria. Customer agrees to the full costs of the Search Result Watch which include the frequency fee and subsequent transaction fee if/when an update is detected. No disputes are available for transactions generated by the Search Result Watch.

Customer bears the sole responsibility of adding, editing, and deleting all watches. If, at any time during an active watch, the Customer's GLBA or DPPA usage permission changes, Customer bears sole responsibility to cancel the active watch.

## 11. Term of Agreement

This Agreement is for services rendered and shall be in full force and effect during such periods of time during which IRBsearch is providing services for Customer (the "Term"); provided, however, that if a Schedule A is attached to this Agreement, any term provided on such Schedule A (the "Schedule A Term") shall be considered the Term of this Agreement until the expiration of that Schedule A Term. Upon expiration of any Schedule A Term, this Agreement shall continue in effect for so long as IRBsearch is providing services for Customer. Certain portions of this Agreement shall survive pursuant to Section 16 below.

## 12. Termination

Except where an attached Schedule A or other agreement or contract provides for a term or otherwise sets forth Customer's minimum financial commitment, either party may terminate this agreement at any time for any reason.

## 13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without effect to conflict of law principles, the parties agreeing that the formation of this Agreement is in the State of Florida. Additionally, any action brought pursuant to Customer's use of IRBsearch Services or pursuant to the terms and conditions of this Agreement shall be brought within the jurisdiction and venue of the courts of Leon County, Florida.

The parties acknowledge that a substantial portion of negotiations and anticipated performance of this Agreement occurred or shall occur in Leon County, Florida, and that, therefore, each of the parties irrevocably and unconditionally (i) agrees that any lawsuit, action, or other legal proceeding arising out of or related to this Agreement must be brought in the courts of record of the state of Florida in Leon County or the District Court of the United States, Northern District of Florida, Tallahassee Division; (ii) consents to and shall make all elections to the jurisdiction and venue of such court in any such lawsuit, action, or proceeding; and (iii) waives any objection that it may have to the laying of venue of any such lawsuit, action, or proceeding in any such court.

## 14. Assignment

The license granted pursuant to this Agreement to Customer to use IRBsearch Services may not be assigned by Customer, in whole or in part, without the prior written consent of IRBsearch. For purposes of this Agreement, a change in control of Customer of twenty percent (20%) or more shall constitute an assignment. The Customer acknowledges that this Agreement is fully assignable by IRBsearch and is a transferable record as an electronic record.

## 15. Warranties/Limitation of Liability

Neither IRBsearch, nor their subsidiaries and affiliates, nor any third-party data provider (for purposes of indemnification, warranties, and limitations on liability, IRBsearch, their subsidiaries and affiliates, and their data providers are hereby collectively referred to as "IRBsearch") shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from IRBsearch Services) for any loss or injury arising out of or caused in whole or in part by IRBsearch's acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering IRBsearch Services. IRBsearch has provided a Customer referral and rating system to certain Customers. Any Customer who chooses to utilize this Customer referral and rating system hereby releases and discharges any claims or liability against IRBsearch related to this Customer referral and rating system. IRBsearch shall not be held liable to any Customer or Third Party for any negative rating or comments regarding the services performed by the Customer and Customer acknowledges that IRBsearch has no liability for any damages and/or consequences whatsoever related to Customer's participation in or use of this Customer referral and rating system. By agreeing to these Terms and Conditions, the Customer agrees not to post any content or take any action on this site that infringes or violates someone else's rights, otherwise violates the law and adheres to the IRBsearch Community Guidelines. IRBsearch reserves the right to remove any content or information Customer posts on our site for any reason. If liability can be imposed on IRBsearch, then Customer agrees that IRBsearch's aggregate liability for any and all losses or injuries arising out of any act or omission of IRBsearch in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00; provided, however, that such limitation of liability shall not apply to IRBsearch's indemnification obligation detailed in Terms and Conditions Section 16 hereof, and customer covenants and promises that it will not sue IRBsearch 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 IRBsearch.

IRBsearch does not make and hereby disclaims any warranty, express or implied, with respect to IRBsearch Services provided hereunder; provided, however, IRBsearch does hereby warrant that IRBsearch has complied with the law and applicable third-party data provider contracts in providing IRBsearch Services. IRBsearch does not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of IRBsearch Services or information provided therein. In no event shall IRBsearch 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.

# Terms & Conditions Continued...

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## 16. Indemnification

Customer hereby agrees to protect, indemnify, defend, and hold harmless IRBsearch from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to use of information received by Customer (or any third party receiving such information from or through Customer) furnished by or through IRBsearch.

IRBsearch hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to their respective breaches of the warranty made in Terms and Conditions Section 15 hereof regarding whether IRBsearch has complied with the law and applicable third-party data provider contracts in providing IRBsearch Services.

## 17. Survival of Agreement

Provisions hereof related to release of claims, indemnification, use and protection of information and data, payment for IRBsearch Services, Audit, and disclaimer of warranties shall survive any termination of the license to use IRBsearch Services.

## 18. Audit and Compliance

Customer understands and agrees that in order to receive federally regulated data and ensure compliance with the GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements, the terms and conditions of this Agreement, and IRBsearch's obligations under its contracts with its data providers, IRBsearch may require certain documentation to be provided with the application for services. Documentation may be required to be provided on an annual basis to continue customer's access to federally regulated data. IRBsearch may conduct periodic reviews of Customer's use of IRBsearch Services and may, upon reasonable notice, audit Customer's records, processes, and procedures related to Customer's use, storage, and disposal of IRBsearch Services and information received therefrom.

Customer agrees to cooperate fully with any and all documentation requests, audit(s), and compliance procedures. Due to state and federal guidelines, Customers agree to comply to and participate in IRBsearch's data provider's requirements for audit(s) and compliance procedures. Violations discovered in any review and/or audit by IRBsearch will be subject to immediate action including, but not limited to, suspension or termination of the license to use IRBsearch Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

## 19. Employee Training

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

## 20. Attorney's Fees

The prevailing party in any action, claim, lawsuit or appeal brought pursuant to this Agreement is entitled to payment of reasonable attorney fees and costs expended by such prevailing party in association with such action, claim, lawsuit or appeal.

## 21. Taxes

The charges for all IRBsearch 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.

## 22. Customer Change

Customer shall notify IRBsearch immediately of any changes to the information on Customer's Application for IRBsearch Services. IRBsearch reserves the right to terminate Customer's access to IRBsearch Services or terminate the license to use IRBsearch Services without further notice upon receipt of any change in Customer's status which IRBsearch's sole discretion would cause Customer to be unable to comply with its obligations under this Agreement.

## 23. Relationship of Parties

None of the parties shall at any time represent that they are the authorized agents or representatives of the others. The issuance of an IRBsearch Account Number and associated User Name(s) and password(s) denotes formation of the contract as described herein. Such transaction, i.e. issuance of the User Name(s) and password(s), is deemed IRBsearch's signature to this Agreement.

## 24. Change In Agreement

By receipt of IRBsearch Services, Customer agrees to, and shall comply with, changes to the Restricted License granted Customer in Terms and Conditions Section 1 herein, and changes in pricing as IRBsearch shall make from time to time by notice to Customer via e-mail, online "click wrap" amendments, facsimile, mail, or other written notification. All e-mail notifications shall be sent to the individual named in the Contact Information section of the application, unless stated otherwise in this Agreement.

# Terms & Conditions Continued...

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## 25. 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 this agreement, which shall supersede all prior representations, agreements, and understandings, whether oral or written, which relate solely and exclusively to the use of IRBsearch Services.

Any new, other, or different terms supplied by the Customer beyond the terms contained herein, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by IRBsearch unless IRBsearch agrees to them in a signed writing specifically including those new, other, or different terms. The terms contained herein shall supersede and govern in the event of a conflict between these terms and any new, other, or different terms in any contract in which this Agreement is referenced or made a part of. In the event any one or more provisions of this Agreement or any exhibit is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired the meaning given to them in the Application.

## 26. Translation

We may translate these Terms into other languages for your convenience. Nevertheless, the English version governs your relationship with IRBsearch, and any inconsistencies among the different versions will be resolved in favor of the English version.

## 27. Other

If IRBsearch fails to enforce any of this Agreement, it will not be considered a waiver.

Any amendment to or waiver of this Agreement must be made in writing and signed by IRBsearch.

Customer will not transfer any of your rights or obligations under this Agreement to anyone else without your consent.

All of IRBsearch's rights and obligations under this Agreement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

Nothing in this Agreement shall prevent us from complying with the law.

This Agreement does not confer any third party beneficiary rights.

Customer will comply with all applicable laws when using or accessing IRBsearch.

All content presented by Customers, either publicly posted or privately transmitted, is the sole responsibility of the person who originated such content. IRBsearch may not monitor or control the content posted or presented by Customers and we cannot take responsibility for such content. Any use or reliance on any such content found on the site is at your own risk. IRBsearch does not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any content or communications posted via this site or endorse any opinions expressed by Customers. Under no circumstances will IRBsearch be liable in any way for such content or damages of any kind as a result of the posting of said content.