



## TERMS OF USE FOR ENTERSECT.NET AUTHORIZED USERS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”), and Search America LLC dba Entersect.net (“we,” “us,” or “our”), concerning your access to and use of the LocatePLUS platform. You accept these Terms by signing your service application, which confirms that you have read and agree to these Terms, and by affirmatively accepting these Terms each time you log in to the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Terms, and that your electronic acceptance has the same force and effect as a handwritten signature.

1. **COMMUNICATION.** Customers agree to receive communications from us via phone, email, or SMS about their purchases, services, or promotions. Customer acknowledges and agrees that consenting to receive promotional or operational communications is entirely voluntary and is not a condition of purchase or a requirement to use our services.

2. **SMS COMMUNICATIONS.** By consenting to receive SMS text messages from us, you agree to the following terms:

2.1. **Program Description:** Search America LLC (LocatePLUS) uses SMS to send account updates, service notifications, billing alerts, and promotional offers.

2.2. **Message Frequency:** Message frequency varies.

2.3. **Pricing:** Message and data rates may apply.

2.4. **Opt-Out:** To stop receiving text messages from us, reply STOP to any message we send. You may also reply CANCEL, END, OPT-OUT, QUIT, or UNSUBSCRIBE. After texting STOP, you will receive one final automated message confirming your opt-out.

2.5. **Help:** For assistance or customer support regarding our text messaging program, reply HELP to any message we send.

2.6. **Carrier Liability:** Mobile carriers are not liable for delayed or undelivered messages.

2.7. **Privacy and Handling of Mobile Information:** No mobile information, including your phone number and SMS consent, will be sold, rented, or shared with any third parties or affiliates for their own marketing or promotional purposes. We share mobile information only with subcontractors who help us operate the SMS program (for example, our messaging platform provider), and otherwise as described in our Privacy Policy at <https://entersect.net/privacy-policy/>. Text messaging opt-in data and consent will not be shared with any third parties.

2.8. **Consent Not Required for Purchase:** Your consent to receive SMS messages is not a condition of purchasing any goods or services.

3. **RESTRICTED LICENSE.** The company hereby grants to Customer a restricted license to use our service and any data contained therein, subject to the restrictions and limitations set forth below:

3.1. **Generally.** We hereby grant Customer a restricted license to use our service solely for Customer’s internal business purposes. Customer represents and warrants that all of Customer’s use of Our service shall be for legitimate business purposes only, including those specified by Customer in connection with a specific information request relating to its business and as otherwise governed by the Agreement. The Customer shall not use our service for marketing purposes, resell or broker it to any third party, or use it for personal (non-business) purposes. The Customer shall not use Our service to provide data processing services to third parties or to evaluate data of or for third parties. Customer agrees that if we determine or reasonably suspect that Customer is engaging in marketing activities, reselling, brokering, processing, or evaluating the data of or for third parties, or using our service for personal (non-business) purposes or using our service’ 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, we may take immediate action, including, without limitation, terminating the delivery of, and the license to use, our service. Customers shall not access our service from Internet Protocol addresses outside the United States and its territories without our prior written approval. The Customer may not use our service to create a competing product. The customer shall comply with all laws, regulations, and rules applicable to the use of our service and the information provided. We may at any time mask or cease to provide Customer access to any of Our services or portions thereof that we may deem, in our sole discretion, to be sensitive or restricted information.

3.2. **GLBA Data.** Some of the information contained in our service 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 (collectively, the “GLBA Data”). Customer shall not obtain and/or use GLBA Data through our service 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 that falls within an exception outlined in the GLBA when it requests information in connection with certain Our services, and will recertify upon our request. The customer certifies that GLBA Data received through our service complies with the Interagency Standards for Safeguarding Customer Information issued under the GLBA.

3.3. **DPPA Data.** Some of the information contained in our service is “personal information,” as defined in the Driver’s Privacy Protection Act (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the “DPPA”). It is regulated by the DPPA (“DPPA Data”). The customer shall not obtain and/or use DPPA Data through our service in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data when it requests information in connection with certain of Our services and will recertify upon our request.



3.4. Fair Credit Reporting Act. The services provided under this Agreement are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. §1681, et seq.) (the "FCRA"), and do not constitute "consumer reports" as that term is defined in the FCRA.

3.4.1. Our service may not be used in whole or in part to determine eligibility for credit, insurance, employment, or another purpose for which a consumer report may be used under the FCRA.

3.4.2. Customer certifies that it will not use any of the information it receives through our service to determine, in whole or in part, an individual's eligibility for any of the following products, services, or transactions:

3.4.2.1. Credit or insurance to be used primarily for personal, family, or household purposes;

3.4.2.2. Employment purposes;

3.4.2.3. A license or other benefit granted by a government agency or

3.4.2.4. 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;

3.4.3. By way of clarification, without limiting the preceding, Customer may use, except as otherwise prohibited or restricted by this Agreement, information received through our service for the following purposes:

3.4.3.1. To verify or authenticate an individual's identity;

3.4.3.2. To prevent or detect fraud or other unlawful activity;

3.4.3.3. To locate an individual;

3.4.3.4. To review the status of a legal proceeding;

3.4.3.5. 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

3.4.3.6. 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;

3.4.4. If Customer is using our service in connection with the collection of a consumer debt on its behalf or on behalf of a third party, Customer shall not use our service:

3.4.4.1. To revoke consumer credit;

3.4.4.2. To accelerate, set or change repayment terms; or

3.4.4.3. To determine a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations outlined in this Section 3.4, use our service for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and

3.4.5. Customer shall not use any information it receives through our service to take any "adverse action," as defined in the FCRA.

3.5. MVR Data. Suppose Customer can access Motor Vehicle Records ("MVR Data") from us without limiting Customer's obligations to comply with all state and federal laws governing the use of MVR Data. In that case, the following specific restrictions apply and are subject to change:

3.5.1. Customer shall not use any MVR Data provided by us or portions of information contained therein to create or update a file that Customer uses to develop its source of driving history information.

3.5.2. As requested by us, Customer shall complete any state forms that we are legally or contractually bound to obtain from Customer before providing Customer with MVR Data.

3.5.3. We (and certain Third-Party vendors) may conduct reasonable, periodic audits of the Customer's use of MVR Data. Further, in response to any audit, the Customer must be able to substantiate the reason for each MVR Data order.



3.6. American Board of Medical Specialties (“ABMS”) Data. Suppose the Customer is permitted to access ABMS Data from us. In that case, Customer shall not use, nor allow others to use, ABMS Data for the purpose of determining, monitoring, tracking, profiling, or evaluating, in any manner, the patterns or frequency of physicians’ prescriptions or medications, pharmaceuticals, controlled substances, or medical devices for use by their patients.

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

3.8. Social Security and Driver’s License Numbers. We 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 and full Driver’s License Numbers, as well as other personally identifying information, such as name and address). Suppose we authorize the customer to receive QA Data and obtain it through our service. In that case, Customer certifies it will not use the QA Data for any purpose other than as authorized by our policies, the terms and conditions herein, and applicable laws and regulations. In addition to the distribution restrictions otherwise outlined in Section 4 and Section 24 below, Customer agrees that it will not permit QA Data obtained through our service to be used by any employee or contractor who is not an Authorized User with an Authorized Use. The customer agrees to certify, in writing, its use of QA Data and to recertify upon our request. To the extent permitted by this Agreement, the customer may not transfer QA Data via email or FTP without our prior written consent. However, Customer shall be permitted to transfer such information so long as a) a secured method (for example, SFTP) is used, b) transfer is not to any third party, and c) such transfer is limited to such use as permitted under this Agreement. We may cease to provide or limit the provision of QA Data to Customer at any time and for any reason.

3.9. National Change of Address Database. We are a licensee of the United States Postal Service’s NCOALINK database (“NCOA Database”). The information in the NCOA Database is regulated by the Privacy Act of 1974. It may be used only to provide a mailing list correction service for lists used to prepare mailings. Suppose the Customer receives all or part of the NCOA Database through our service. In that case, the Customer certifies to us that it will not use such information for any other purpose. Before obtaining or using information from the NCOA Database, the Customer agrees to complete, execute, and submit the NCOA Processing Acknowledgment Form to us.

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

3.11. Retention of Records. For uses of GLB Data, DPPA Data, and MVR Data, as described in Sections 3.2, 3.3, and 3.5, Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose, and, if applicable, consumer authorization) about every access to such data.

3.12. Copyrighted and Trademarked Materials. Customer shall not remove or obscure any trademarks, copyright notices, or other notices contained on materials accessed through our service.

3.13. Additional Terms. Certain materials contained within our service are subject to additional obligations and restrictions. Without limitation, these services include news, business information (e.g., Dun & Bradstreet reports), and federal legislative and regulatory materials.

4. SECURITY. Customer acknowledges that the information available through our service may include personally identifiable information, and it is Customer’s obligation to keep all such accessed information confidential and secure.

4.1. Customer Obligations. The customer is required to ensure that the following actions take place:

4.1.1. Restrict access to our service to those employees who need to know as part of their official duties;

4.1.2. Ensure that none of its employees shall:

4.1.2.1. Obtain and/or use any information from our service for personal reasons, or

4.1.2.2. Transfer any information received through our service to any party except as permitted hereunder;

4.1.3. User IDs are for individual, interactive use only. Each User must have their own User ID and Email Address, and is prohibited from sharing User IDs.

4.1.3.1. Keep all UserID’s and related Passwords or other security measures confidential. Customer accounts will be locked without warning when we have reason to believe that login information has been shared, enabling more than one individual to use the account concurrently.

4.1.4. Immediately deactivate the User ID of any employee who no longer needs to know, or for terminated employees, on or before the date of termination.



4.1.5. In addition to any obligations under Section 3 above, take all commercially reasonable measures to prevent unauthorized access to, or use of, our service or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity;

4.1.6. Maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through our service as it is being disposed of;

4.1.7. Unless otherwise required by law and subject to the five (5) year record retention requirement for compliance logs outlined in Section 3.11, Customer shall purge all substantive consumer profiles, reports, and search results received through our service and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt. For the avoidance of doubt, this ninety (90) day purge requirement applies strictly to substantive consumer data sheets, files, and background summaries, and does not relieve Customer of its obligation to maintain compliance audit logs and access tracking histories under Section 3.11;

4.1.8. Be capable of receiving our service where the same is provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by us;

4.1.9. No access and/or use of our service via mechanical, programmatic, robotic, scripted, or other automated search means, other than through batch or machine-to-machine applications approved by us.

4.1.10. Take all steps to protect their networks and computer environments, or those used to access our service, from compromise.

4.2. Customer Review. Customer agrees that, at least quarterly, 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.

4.3. Customer Security & Notice. Customer will implement policies and procedures to prevent unauthorized use of User IDs and our service and will notify us in writing as soon as possible, but in no event later than twenty-four (24) hours after Customer suspects, has reason to believe, or confirms that a User ID or our service (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.

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

4.5. Security Event. Furthermore, if our service provided to the Customer includes personally identifiable information (including, but not limited to, social security numbers, driver's license numbers, or dates of birth), the following shall apply:

4.5.1. 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"),

4.5.2. 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 our reasonable discretion.

4.5.3. Customer agrees that such notification shall not reference us or the product through which the data was provided, nor shall we be otherwise identified or referenced in connection with the Security Event, without our express written consent.

4.5.4. Customer shall be solely responsible for any other legal or regulatory obligations that 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.

4.5.5. 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 us, shall indemnify us from such claims.

4.5.6. Customer shall provide samples of all proposed materials to notify consumers and any third parties, including regulatory entities, to us for review and approval before distribution.

4.5.7. In the event of a Security Event, we may, in our sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

5. PERFORMANCE. We will use commercially reasonable efforts to deliver our service requested by Customer and to compile information gathered from selected public records and other sources used in the provision of our service; provided, however, that Customer accepts all information "AS IS." Customer acknowledges and agrees that we obtain its data from third-party sources, which may not be complete or accurate, and that Customer shall not rely on us for the accuracy or completeness of information supplied through our service. Without limiting the foregoing, the criminal record data that may be provided as part of our service may include records that have been expunged, sealed, or otherwise made inaccessible to the public since the date the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain Our services that may otherwise be available. We reserve the right to add materials and features to our service and to discontinue offering any that are currently part of it. If we



discontinue a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, we will, at Customer's option, issue a prorated credit to Customer's account.

6. INTELLECTUAL PROPERTY; CONFIDENTIALITY. Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes our service's information, programs, or computer applications. Customer acknowledges that we (and/or our 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 our service and the data and information it provides. Customer shall use such materials in a manner consistent with our interests and the terms and conditions herein, and shall notify us of any threatened or actual infringement of our rights. Notwithstanding anything in this Agreement to the contrary, our data provider or we shall own Customer's search inquiry data used to access our service (past or future) and may use such data for any purpose consistent with applicable federal, state, and local laws, rules, and regulations. Customer and we 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 our information, product information, pricing information, product development plans, forecasts, data contained in Our service, and other business information ("Confidential Information").

6.1. Exclusions. Confidential Information shall not include information that:

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

6.1.2. Was in the Receiving Party's possession or known by it before receipt from the Disclosing Party;

6.1.3. 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

6.1.4. 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.

6.2. Trade Secrets. "Trade Secret" shall be deemed to include any information that 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 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 a subpoena, court order, or other governmental authority shall otherwise remain subject to the terms governing 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 to Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

7. WARRANTIES/LIMITATION OF LIABILITY. Neither we, nor our subsidiaries and affiliates, nor any third-party data provider (for purposes of indemnification, warranties, and limitations on liability, we, our subsidiaries and affiliates, and our data providers are hereby collectively referred to as "we") shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from our service) for any loss or injury arising out of or caused in whole or in part by our acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering our service. If, notwithstanding the foregoing, liability can be imposed on us, then Customer agrees that our aggregate liability for any losses or injuries arising out of any act or omission by us 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, to the maximum extent permitted by applicable law, never exceed One Hundred Dollars (\$100.00) or the total amount of fees actually paid by Customer to us in the twelve (12) months preceding the event giving rise to liability, whichever is greater; and Customer covenants and promises that it will not sue us 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 us. We do not make, and hereby disclaim, any express or implied warranty with respect to our service. We do not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of our service or the information provided therein. In no event shall we 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 our service may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defects. Our services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.

8. INDEMNIFICATION.

8.1. Indemnification, Customer. Customer hereby agrees to protect, indemnify, defend, and hold harmless we from and against any 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 us; (b) breach of any terms, conditions, representations or certifications in this Agreement; and (c) any Security Event outlined in Section 4.5.

8.2. Indemnification, Company. We hereby agree to protect, indemnify, defend, and hold harmless Customer from and against any costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that our service or data contained therein, when used in accordance with this Agreement, infringe a United States patent or United States registered copyright, subject to the following:

8.2.1. Customer must promptly give written notice of any claim to us;

8.2.2. Customer must provide any assistance which we may reasonably request for the defense of the claim; and

8.2.3. We have the right to control the defense or settlement of the claim; provided, however, that the Customer shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense.

8.3. Indemnity Limitations. Notwithstanding the foregoing, we will not have any duty to indemnify, defend, or hold harmless Customer with respect to any claim of infringement resulting from:

8.3.1. Customer's misuse of our service;

8.3.2. Customer's failure to use any corrections made available by us;

8.3.3. Customer's use of our service in combination with any product or information not provided or authorized in writing by us; or

8.3.4. Any information, direction, specification, or materials provided by Customer or any third party.

8.4. Injunction. If an injunction or order is issued restricting the use or distribution of any part of our service, or if we determine that any part of our service is likely to become the subject of a claim of infringement or violation of any proprietary right of any third party, we may, in our sole discretion and at our option:

8.4.1. Procure for the Customer the right to continue using our service;

8.4.2. Replace or modify our service so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of our service; or

8.4.3. Terminate this Agreement and refund any fees relating to the future use of our service. The foregoing remedies constitute Customer's sole and exclusive remedies and our entire liability with respect to infringement claims or actions.

9. AUDIT. Customer understands and agrees that, to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations, or rules, regulatory agency requirements, this Agreement, and our obligations under its contracts with its data providers and our internal policies, we may conduct periodic reviews of Customer's use of our service. They may, upon reasonable notice, audit Customer's records, processes, and procedures related to Customer's use, storage, and disposal of Our service and information received therefrom. Customer agrees to cooperate fully with any 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 us will be subject to immediate action, including, but not limited to, suspension or termination of the license to use our service, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

10. SURVIVAL OF AGREEMENT. Provisions hereof related to release of claims; indemnification; use and protection of information, data, and our service; payment for our service; audit; our 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 our service.

11. EMPLOYEE TRAINING. Customer shall train new employees before allowing access to Our service on Customer's obligations under this Agreement, including, but not limited to, the licensing requirements and restrictions under Section 3 and the security requirements of Section 4. Customer shall conduct a similar review of its obligations under this Agreement with existing employees who have access to our service at least annually. Customer shall keep records of such training.

12. ATTORNEYS' FEES. Any action, claim, or lawsuit brought pursuant to this Agreement entitles us to payment of all attorneys' fees and costs expended in association with such action, claim, or lawsuit. It shall include legal fees incurred by our in-house counsel.

13. TAXES. The charges for all our 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 the Customer's account.

14. CUSTOMER CHANGES/CREDIT REPORT. Customer shall immediately notify us of any changes to the information on Customer's Application for our service. If at any time Customer no longer meets such procedures, we may terminate this Agreement. Customer is required to promptly notify us of a change in ownership of Customer's company, any change in the name of Customer's company, and/or any change in the physical address of



Customer's company. Furthermore, Customer acknowledges and agrees that, as part of the credentialing process, we may request Customer's credit report(s) from one (1) or more consumer reporting agencies in accordance with the Federal Fair Credit Reporting Act. Upon Customer's request, Customer will be informed whether any credit report was requested and the name and address of the credit reporting agency that furnished the report to us.

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

16. CHANGE IN AGREEMENT. Upon receipt of our service, Customer agrees to and shall comply with changes to the Restricted License granted to Customer in Section 3 herein, and to changes to other provisions of this Agreement that we shall make from time to time. We may, at any time, impose restrictions and/or prohibitions on the Customer's use of our service or certain data. Customer understands that such restrictions or changes in access may result from a modification to our policy, a modification to third-party agreements, a modification to industry standards, a Security Event, a change in law or regulation, or the interpretation thereof. Upon our written notification of such restrictions or changes, Customer agrees to comply with them. We will provide notice of material changes to this Agreement before they take effect, and Customer's continued use of the Services after the effective date constitutes acceptance of those changes. If Customer does not agree to a material change, Customer's sole remedy is to terminate this Agreement in accordance with Section 23 before the change takes effect.

17. PUBLICITY. Customer acknowledges that we may, from time to time, use Customer's name, logos, and feedback in our press releases, advertisements, promotional or marketing materials. By signing the service application and accepting these Terms, Customer gives us the express permission to take such actions. Customer further acknowledges that it will not name us or refer to its use of our service in any press releases, advertisements, promotional or marketing materials, or make any other third-party disclosures regarding us or Customer's use of our service.

18. 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.

19. ENTIRE AGREEMENT. Except as otherwise provided herein, this Agreement constitutes the final written agreement and understanding of the parties. It is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all other representations, agreements, and understandings, whether oral or written, relating to the use of Our service 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 our service and all matters within the scope of this Agreement, supersede any separate non-disclosure agreement that is or may be entered into by the parties hereto. Any new, other, or different terms supplied by the Customer beyond those contained herein, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by us unless we agree to them in a signed writing that specifically includes those new, other, or different terms. The terms contained herein shall supersede and govern in the event of a conflict between these terms and any new, other, or different terms in any other writing. This Agreement can be executed in counterparts, and faxed or electronic signatures will be deemed originals.

20. 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 to best accomplish the objectives of the original provision to the fullest extent allowed by law. 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 be deemed part of this Agreement. Any claim or cause of action arising out of or related to this Agreement or the Services must be commenced within one (1) year after the claim or cause of action accrues, to the maximum extent permitted by applicable law; otherwise, it is permanently barred.

21. 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, any transactional or per-search overage fees incurred beyond the subscription allotment (billed at the prevailing rate schedule published in the Customer portal), charges resulting from Customer's data input errors, and duplicate requests and transmission errors. The Customer acknowledges that overage charges are calculated in real time based on system usage and hereby explicitly authorizes us to automatically charge the credit card on file for these accumulated transaction volumes.

22. 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 made by credit card only, and such payments will be processed automatically by charging the Customer's credit card on file. By establishing an account, the Customer provides ongoing authorization for us to automatically charge the card on file for all recurring subscription tiers, dynamic overage fees, and applicable taxes, without requiring prior notice for each charge. This recurring billing authorization will remain in full force and effect until the subscription is formally terminated in strict accordance with the Cancellation Requirements herein. If Customer's payment information is rejected or declined, or if it expires, we shall suspend Customer's account and inform Customer of the failed payment attempt. Account access shall not be reinstated until an updated payment is received in full. The customer acknowledges that the billing cycle shall not change as a result of the late payment. If payments are more than ninety (90) days past due, we will terminate this Agreement. Any past-



due amounts shall accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less. The customer is responsible for all collection costs and attorney fees incurred by us through its efforts to collect the balance(s) owed by the customer.

22.1. No Refunds & Chargeback Disputes. All payments made to us for subscription access and overage search usage are strictly non-refundable. If a Customer disputes a valid charge via their issuing bank (a chargeback) for subscription fees or accrued overages resulting from documented account activity, we reserve the right to present system usage logs, IP access history, and the Customer's signed service application and accepted Terms of Use to the processor to confirm the validity of the transaction. Furthermore, the Customer shall reimburse us for any chargeback fees, administrative penalties, and collection expenses incurred as a result of any chargeback or payment dispute that is later reversed or withdrawn, that is determined to be invalid, or that is filed in violation of Section 22.2. Customer acknowledges that its access credentials, the associated system usage logs, and IP access history constitute evidence that the Services were rendered to and consumed by Customer.

22.2. Pre-Dispute Resolution; Chargebacks as Material Breach. Before initiating any chargeback or payment dispute with its issuing bank or card network, Customer must first contact us at [customerservice@entersect.net](mailto:customerservice@entersect.net) and allow at least fifteen (15) business days for us to investigate and resolve the matter. Initiating a chargeback for charges validly incurred under this Agreement—including subscription fees, Commitment Term obligations, Early Termination Fees, overage charges, and applicable taxes—without first attempting resolution constitutes a material breach of this Agreement. Upon receipt of any such chargeback, we may immediately suspend or terminate Customer's account, and all amounts owed under any Commitment Term shall become immediately due and payable.

23. TERM COMMITMENT, EARLY CANCELLATION, AND DISCOUNT CLAWBACK. This Agreement may be terminated by us at any time, with or without notice or cause. Violation by Customer of state or federal laws or of our or Third Parties' established policies and procedures may result in immediate termination of this Agreement at our sole discretion. Provisions 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. Subject to the Commitment Term and Early Termination Fee structures outlined in Sections 23.2 and 23.3, Customers may cancel their subscription at any time by submitting a cancellation request as described in Section 23.1.

23.1. Cancellation Requirements. The customer's primary account holder may submit cancellations by email to [customerservice@entersect.net](mailto:customerservice@entersect.net) or through the cancellation mechanism available in the Customer portal, and the request must be received at least five (5) business days before the next scheduled billing cycle. We will make available an online or electronic cancellation method that is at least as easy to use as the method of enrollment, as required by applicable automatic-renewal laws. Cancellation requests submitted less than five (5) business days before the renewal date will be processed effective the following billing cycle, and no refunds or pro-rations will be granted. Verbal cancellation requests or failure to log into the service shall not constitute a valid termination of this Agreement.

23.2. Commitment Term. By subscribing to a quarterly, semiannual, annual, or biennial subscription plan (each, a "Commitment Term"), the Subscriber explicitly commits to maintaining an active account for the full duration of that selected period, with payment made in full upfront at the time of enrollment.

23.3. Early Termination Fee (ETF) Structure. If the Subscriber elects to cancel their subscription before the expiration of their first Commitment Term, the account will be retroactively transitioned to the Company's standard, non-discounted month-to-month subscription rate for the actual duration of active service. The Subscriber agrees to pay an Early Termination Fee, which is not a penalty, but a financial reconciliation to recover unearned promotional discounts. The ETF is calculated as the sum of the following:

23.3.1. Credentialing Fee Clawback: Reinstatement of the standard \$99.95 credentialing fee waived or discounted at signup. For Quarterly terms, the charge is \$49.98. For semiannual, annual, and biennial terms, the charge is \$99.95.

23.3.2. Subscription Rate Reconciliation: The difference between the total upfront amount paid at signup and the actual value of service consumed (calculated as the number of active months, rounded up to the nearest whole month, multiplied by the standard, non-discounted monthly subscription rate).

23.4. Settlement and Payment Authorization. Upon processing an early cancellation, we will calculate the final balance by subtracting the standard value consumed and the clawed-back credentialing fee from the initial upfront payment. If a positive balance remains, a partial refund will be issued to the payment method on file. If the total value consumed plus the clawed-back credentialing fee exceeds the initial upfront payment, the Subscriber explicitly authorizes the Company to charge the payment method on file for the remaining balance required to settle the account.

23.5. Final Premium Payment. If the customer cancels their subscription, they are still responsible for any premium charges incurred during the last billing cycle.

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



24.1. **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.

24.2. **Intellectual Property.** Customer acknowledges that we 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. Customer shall use such materials in a manner consistent with such right, title, and interest, and shall notify us of any threatened or actual infringement or misappropriation.

24.3. **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 the right to sublicense, in exchange for payment of fees outlined in this Agreement.

24.3.1. Customer shall not resell, reproduce, retransmit, publish, or otherwise transfer for commercial exploitation any information that Customer receives from Services.

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

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

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

24.3.5. Customer agrees to provide to us such access or documentation as we deem necessary to perform such audits to verify the legitimacy of a request for non-public and public information.

24.3.6. We shall protect the confidentiality of all information obtained through such audits.

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

25. **GOVERNING LAW.** This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws provisions. Customer expressly agrees to submit to the jurisdiction of the state and federal courts in the Commonwealth of Massachusetts and not to assert any claim of forum non conveniens concerning such submission.

26. **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 our prior written consent. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 26 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 we within ten (10) days, and (b) the Change of Control will not extinguish any right of ours to payment or any obligation of Customer with respect to the Service.

27. **BINDING ARBITRATION.** Except for claims seeking injunctive or equitable relief, claims to enforce intellectual-property rights, and actions to collect amounts owed or to enforce an arbitration award (which may be brought in the courts identified in Section 25), any dispute arising out of or relating to this Agreement shall be resolved by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, before a single arbitrator, seated in Boston, Massachusetts. The Federal Arbitration Act governs this arbitration agreement, and judgment on the award may be entered in any court of competent jurisdiction. The arbitrator has exclusive authority to resolve any dispute over the interpretation, applicability, or enforceability of this Section.

27.1. **CLASS ACTION WAIVER.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER CUSTOMER NOR LOCATEPLUS WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS. IF THIS CLASS ACTION WAIVER IS FOUND TO BE ILLEGAL OR UNENFORCEABLE AS TO ALL OR SOME PARTS OF A DISPUTE, THEN THOSE PARTS WILL NOT BE ARBITRATED BUT WILL PROCEED IN A COURT OF LAW, WITH THE REMAINING PARTS PROCEEDING IN ARBITRATION.

28. **LICENSE USE.** This license is for one user and one IP address. If a company has multiple users, each user will need a separate license, a separate email address, and to pay any applicable fees.