



These terms govern your use of the Thomson Reuters products and services in your order form (in any format). "We", "our" and "Thomson Reuters" means the Thomson Reuters entity identified in the order form and, where applicable, its affiliates; "you" and "your" means the client, customer or subscriber identified in the order form. Your order form identifies the products and services, the quantities, charges and other details of your order. The order form also refers to and incorporates documents which may apply to the products or services you selected. The order form, applicable incorporated documents and these terms constitute the complete agreement (the "Agreement") and supersede any prior and contemporaneous discussions, agreements or representations and warranties regarding your order. Other terms and conditions you incorporate in any purchase order or otherwise are not part of the Agreement and do not apply. If you are permitted to provide an affiliate with access to any part of the products or services, you will ensure that such affiliate complies with all provisions of the Agreement applicable to you.

## 1. OUR PRODUCTS & SERVICES

- (a) **Limited License.** Together with our licensors, we own and retain ownership of all rights of whatever nature in and to our products, services, and data (whether tangible or intangible). You may access, view, install, use, copy, modify and distribute our property only as expressly specified in the Agreement and each of us shall at all times act in accordance with applicable laws, including export controls and economic sanctions that apply to us in connection with the Agreement.
- (b) **Changes to Service.** Our products and services change from time to time, but we will not change the fundamental nature of our products or services.
- (c) **Passwords.** Your access to certain products and services is password protected. You are responsible for assigning the passwords and for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that both your and our property is secure and inaccessible to unauthorized persons.
- (d) **Unauthorized Technology.** Unless previously authorized by Thomson Reuters, you must not (i) run or install any computer software or hardware on our products, services or network; use any technology to automatically download, mine, scrape or index our data; or (ii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.
- (e) **Usage Information.** We may collect information related to you or your use of our products, services and data. We may use this information to (i) test, develop and improve our products and services, and create and own derivative works based on such information, provided such information is not identifiable to you or any other person and (ii) to protect and enforce our rights under the Agreement, and we may pass this information to our third party providers for the same purposes.
- (f) **Third Party Providers.** Our products and services may include data and software from third parties. Some third party providers require Thomson Reuters to pass additional terms through to you. The third party providers change their terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for our products and services click the following URL: [www.thomsonreuters.com/thirdpartyterms](http://www.thomsonreuters.com/thirdpartyterms). You agree to comply with all applicable third party terms.
- (g) **Third Party Supplemental Software.** You may be required to license third party software to operate some of our products and services. Additional terms may apply to the third party software.
- (h) **Limitations.** Unless otherwise expressly permitted in the Agreement, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material; (ii) use our property or our third party providers' property to create any derivative works or competitive products; or (iii) allow any third parties to access, use or benefit from our property in any way. Exercising legal rights that cannot be limited by agreement is not precluded. If you are in the business of providing audit, tax, accounting, or legal services to your clients, this Section 1(h) does not preclude you from using our products and services to benefit your clients in the ordinary course of your business. Except as expressly set forth in this Agreement we retain all rights and you are granted no rights in or to our products, services and data.
- (i) **Services.** We will provide the services using reasonable skill and care. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.
- (j) **Security.** Each of us will use and will require any third party data processors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's data. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party's data and will use reasonable efforts to remedy identified security vulnerabilities.
- (k) **Your Responsibilities.** You are responsible for and/or will take all necessary steps to ensure or regarding (i) proper use of our products and services in accordance with all usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our product, services or data; (iv) your combination of our products, services, data

or other property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates.

## 2. INFORMATION SERVICES

- (a) **License.** In the ordinary course of your business and for your internal business purposes only you may view, use, download and print data from our information services for individual use and may on an infrequent, irregular and ad hoc basis, distribute limited extracts of our data. Neither such extracts nor downloaded, printed or stored data may reach such quantity as to have independent commercial value and using such data as a substitute for any service (or a substantial part of it) provided by Thomson Reuters, our affiliates or our third party providers is prohibited. Where data is permitted to be used or distributed, Thomson Reuters and the third party content provider, if applicable, must be cited and credited as the source. Copyright notices must be retained on transmitted or printed items. Access to certain data may be restricted depending on the scope of your license.
- (b) **Further Distribution.** You may also distribute our data: (i) to authorized users; (ii) to government and regulatory authorities, if specifically requested; and (iii) to third party advisors, limited to the extent required to advise you and provided they are not competitors of Thomson Reuters. Laws applicable in your jurisdiction may allow additional uses.

## 3. INSTALLED SOFTWARE

- (a) **License.** You may install and use our software and documentation only for your own internal business purposes. Software licenses include updates (bug fixes, patches, maintenance releases), and do not include upgrades (releases or versions that include new features or additional functionality) or APIs unless expressly stated in the order form. Your order form details your permitted installations, users, locations, the specified operating environment and other permissions. You may use our software in object code only. You may make necessary copies of our software only for backup and archival purposes.
- (b) **Delivery.** We deliver our software by making it available for download. When you download our software and documentation, if any, you are accepting it for use in accordance with the Agreement.

## 4. SOFTWARE AS A SERVICE (SaaS)

- (a) **License.** You may use our SaaS only for your own internal business purposes.
- (b) **Delivery.** We deliver our SaaS by providing you with online access to it. When you access our SaaS, you are accepting it for use in accordance with the Agreement.
- (c) **Content.** Our SaaS is designed to protect the content you upload. You grant Thomson Reuters permission to use, store and process your content in accordance with applicable law. Access and use of your content by Thomson Reuters, our employees and contractors will be directed by you and limited to the extent necessary to deliver the SaaS, including training, research assistance, technical support and other services. We may delete or disable your content if required under applicable laws and in such instances, we will use our reasonable efforts to provide notice to you. If your content is lost or damaged, we will assist you in restoring the content to the SaaS from any available backup copy.

## 5. CHARGES

- (a) **Payment and Taxes.** You must pay our charges within 30 days of the date of invoice in the currency stated on your order form. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including legal fees. You must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days of the date of the invoice.
- (b) **Changes.** During the term, we can increase, or adjust the basis for calculating, the charges on a periodic basis as set out in your order form. Except as otherwise specifically stated in the order form, we may increase, or adjust the basis for calculating, the charges for our products and services with effect from the start of each renewal term by giving you at least 90 days written notice.



(c) **Excess Use.** You must pay additional charges if you exceed the scope of use specified in your order form, based on the rates specified on the order form or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our products, services or data.

## **6. PRIVACY**

Each of us will at all times process, protect and disclose personally identifiable information received as a result of this Agreement ("PII") in accordance with applicable law. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized or unlawful destruction, loss, alteration, disclosure or access to PII. You acknowledge and agree to the transfer and processing of PII in the geographical regions necessary for Thomson Reuters to fulfill our obligations. When applicable to your location, additional terms will apply to the Agreement, including our General Data Protection Regulation (2016/679) (GDPR) terms located at [www.tr.com/privacy-information](http://www.tr.com/privacy-information).

## **7. CONFIDENTIALITY**

Confidential information received from each other will not be disclosed to anyone else except to the extent required by law or as permitted under the Agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. This section shall survive three (3) years after the termination of the Agreement or until the confidential information is no longer deemed confidential under applicable law, whichever occurs first.

## **8. WARRANTIES AND DISCLAIMERS**

**ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. IN ENTERING THIS AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT.**

(a) **EXCLUSION OF WARRANTIES.** UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE PRODUCTS OR SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE.

(b) **INFORMATION.** OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, CONDITION OR ANY OTHER TERM OF ANY KIND.

(c) **SOFTWARE.** WE WARRANT THAT OUR SOFTWARE PRODUCTS WILL SUBSTANTIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, A SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE ORDER FORM FOR THE AFFECTED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.

(d) **DISCLAIMER.** YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY PRODUCTS OR SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE PRODUCTS OR SERVICES.

(e) **NO ADVICE.** WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS, SERVICES OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE PRODUCTS OR SERVICES OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU

OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING FINANCIAL, TAX AND ACCOUNTING, LEGAL COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS.

## **9. LIABILITY**

(a) **LIMITATION.** EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID). IN NO EVENT SHALL WE OR OUR THIRD PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

(b) **Unlimited Liability.** Section 9(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; or (iii) infringement of intellectual property rights. Section 9(a) does not limit your indemnification obligations in Section 9(d) or your obligation to pay the charges on the order form and all amounts for use of the products and services that exceed the usage permissions and restrictions granted to you. Nothing in this Agreement limits liability that cannot be limited under law.

(c) **Third Party Intellectual Property.** If a third party sues you claiming that our products, services or data, excluding any portions of the same provided by our third party providers infringes their intellectual property rights and your use of such products, services or data has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our products, services or data with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our products, services or data other than by Thomson Reuters or our subcontractors; (iii) use of a version of our products, services or data after we have notified you of a requirement to use a subsequent version; or (iv) your breach of this Agreement. Our obligation in this Section 9(c) is conditioned on you (A) promptly notifying Thomson Reuters in writing of the claim; (B) supplying information we reasonably request; and (C) allowing Thomson Reuters to control the defense and settlement.

(d) **Your Obligations.** You are responsible for any loss, damage or cost we and our affiliates incur arising out of or in connection with a third party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our affiliates' use of the information data, software, or other materials provided to us by you or on your behalf, which we are required to host, use or modify in the provision of our products, services or data infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under clause 9(c) (Third Party Intellectual Property)); (ii) your or your sub-contractors' use of our products, services or data, including communications and networks, in breach of the Agreement; (iii) our or our affiliates' compliance with any instruction given by you to us in the course of the provision of our products, services or data; or (iv) an assertion by any person accessing or receiving the benefit of any part of our products, services or data through you.

(e) We will not be responsible if our product or service fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product or service failed because of one of these, we also reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

## **10. TERM, TERMINATION**

(a) **Term.** The term and any renewal terms for the products and services are described in your order form. If not otherwise stated in the order form, the Agreement will automatically renew annually unless either of us gives the other at least 60 days written notice before the end of the then current term.

(b) **Suspension.** We may on notice terminate, suspend or limit your use of any portion or all of our products, services or other property if (i) requested to do so by a third party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third party provider; or a violation of third party



rights or applicable laws. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the product or service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

(c) **Termination.** We may, upon reasonable notice, terminate all or part of the Agreement in relation to a product or service which is being discontinued. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of being notified to do so. Any failure to fully pay any amount when due under this Agreement is a material breach for this purpose.

(d) **Effect of Termination.** Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately and each of us must uninstall or destroy all property of the other and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

(e) **Amendments.** We may amend these General Terms and Conditions from time to time by giving you at least 30 days prior written notice. You may request good faith negotiations regarding the amended terms and conditions. If the parties cannot reach mutual agreement on the amended terms and conditions within 30 days, you may terminate the agreement immediately upon written notice.

## 11. FORCE MAJEURE

We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the products or services and continue for more than 30 days, either of us may terminate any affected product or service on notice to the other.

## 12. THIRD PARTY RIGHTS

Our affiliates and third-party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

## 13. GENERAL

(a) **Assignment.** You may not assign, delegate or otherwise transfer the Agreement (including any of your rights or remedies) to anyone else without our

prior written consent. We may assign or otherwise transfer the Agreement (including any of our rights or remedies) in whole or in part to an affiliate or any entity that succeeds to all or substantially all of the assets or business associated with one or more products or services, and will notify you of any such assignment or transfer. We may subcontract any of the services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 13(a) is void.

(b) **Feedback.** You grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services in any manner and for any purpose.

(c) **Agreement Compliance.** We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

(d) **Governing Law.** If not otherwise stated in the order form, the Agreement will be governed by the laws of the State of New York and each of us hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York County to settle all disputes or claims arising out of or in connection with the Agreement.

(e) **Precedence.** The descending order of precedence is: third party license terms contained in Section 1(f) of these terms; the applicable order form; and the remaining provisions of the Agreement.

(f) **Trials.** All trials of our products and services are subject to the terms of these General Terms & Conditions, unless we notify you otherwise. Access to our products and services for trials may only be used for your evaluation purposes.

(g) **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters may provide telephone and/or online access to its helpdesk, or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on <http://thomsonreuters.com/support-and-training> or as otherwise provided by Thomson Reuters.

(h) **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

(i) **Entire Agreement and Non-Reliance.** The Agreement contains the entire understanding between us regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter, including without limitation any terms and conditions appearing on a purchase order or other form(s) used by you. Each of us acknowledges that in entering into the Agreement neither of us have relied on any representations made by the other that are not expressed in the Agreement.



## CLEAR Services Schedule A Commercial Subscriber's Accessing Enhanced CLEAR® Services

Subscriber will only receive access to the Enhanced CLEAR products listed on the Order Form. If Subscriber is ordering a fixed rate plan, the Monthly Enhanced CLEAR Charges appear on the Order Form and the rates set forth below are pro forma rates that apply to the transactional value of Subscriber's Enhanced CLEAR usage. Any users of Enhanced CLEAR Services must be credentialed prior to accessing.

## 1. Transactional Charges

## i. Search Charges

Person Search	\$5.00 per search
Business Search	4.50 per search
SEC Filings	2.00 per search
DE Gateway Search	10.00 per search
DE Gateway Detail	15.00 per search
Asset Search	5.00 per search
Intellectual Property	2.00 per search
Phone Search-Public Record Phones	3.50 per search
Phone Search-Real Time Reverse Phone Number Gateway	1.50 per search
Public Records	
Photo Line-up Search	2.00 per search
Current Incarceration Search	3.50 per search
Recent Bookings Search	3.50 per search
License Search	5.00 per search
Court Record Search	4.50 per search
Web Analytics Search	1.75 per search
NPI Search	1.00 per search
Sanctions Search	5.00 per search
Real-Time Incarceration & Arrest Records (RTIA)	4.00 per search
World-Check Risk Intelligence	5.00 per search
Associate Analytics	1.00 per search
Company Family Tree	5.00 per search
Graphical View	5.00 per search
Graphical View Expansion	1.00 per search
Map Enhancements	0.25 per search
News Search	1.75 per search
Quick Analysis	1.00 per search
Contact View	1.50 per search
Alert Result – Full Text	9.00 per result
Alert Result – RTIA	4.00 per result
CLEAR ID Confirm	
Basic	5.00 per search
Advanced	5.50 per search
Premium	6.00 per search
CLEAR ID Confirm - International	
Group A Single	1.25 per search
Group A Multi	2.00 per search
Group B Single	3.00 per search
Group B Multi	5.00 per search
Group C Single	5.75 per search
Group C Multi	10.00 per search
CLEAR Risk Inform	
Basic	5.25 per search
Advanced	5.75 per search
Premium	6.25 per search
Real-Time Incarceration & Arrest Records (RI-RTIA)	2.00 per search
License Plate Recognition Search	1.00 per search

## ii. Report Charges

AutoCheck Vehicle History Report	\$14.50 per report
Individual Report	15.00 per report
Add Associates to Report	2.00 per report
Basic Report	10.00 per report
Company Report	15.00 per report
Contact Report	10.00 per report
Business Credit Report	15.00 per report
Real Property Individual Reports	5.00 per report
Real Property Comprehensive Report	10.00 per report
Real Property Deed Image/Parcel Map Report	20.00 per report
License Plate Recognition Report	2.00 per report
CLEAR Risk Inform Person/Business Report	1.00 per report

## 2. Batch Services

## i. CLEAR Batch Search Charges

Person Search	\$ 0.68 per row
Public Records Phone Search	.45 per row
Reverse Phone Search	.40 per row

## ii. Batch Search Charges

Person Search	\$0.04 - \$5.00 per result and/or input
Document Search	\$0.04 - \$5.00 per result and/or input
CLEAR Risk Inform	\$0.40 - \$5.00 per result and/or input
CLEAR ID Confirm	\$0.40 - \$5.00 per result and/or input

## iii. Batch Alert Charges

Person Alert	\$0.20 - \$5.00 per result and/or input
Company Alert	\$0.40 - \$5.00 per result and/or input
RTIA Alert	\$0.40 - \$5.00 per result and/or input



# THOMSON REUTERS CLEAR<sup>®</sup> INFORMATION SECURITY SUMMARY

Thomson Reuters maintains its reputation for providing reliable and trustworthy information through a variety of means, not least of which is a comprehensive information security management framework supported by a wide range of security policies, standards, and practices.

This document explains Thomson Reuters approach to information security and data privacy for CLEAR. It is designed to answer questions our customers regularly ask to satisfy security requirements.

Thomson Reuters information security customer statement is available upon request.

## ONLINE INVESTIGATION SOFTWARE

Thomson Reuters CLEAR is designed to meet the unique needs of your investigations and fraud prevention programs. CLEAR streamlines your research by bringing relevant content into a single working environment online, through batch files or through an API. The online customizable dashboard and intuitive interface saves time by allowing you to search data and view results in a way that matches how you work.

CLEAR software makes it easier to locate people, businesses, assets and affiliations, and other critical information. With its vast collection of public and proprietary records, investigators are able to dive deep into their research and uncover hard-to-find data.

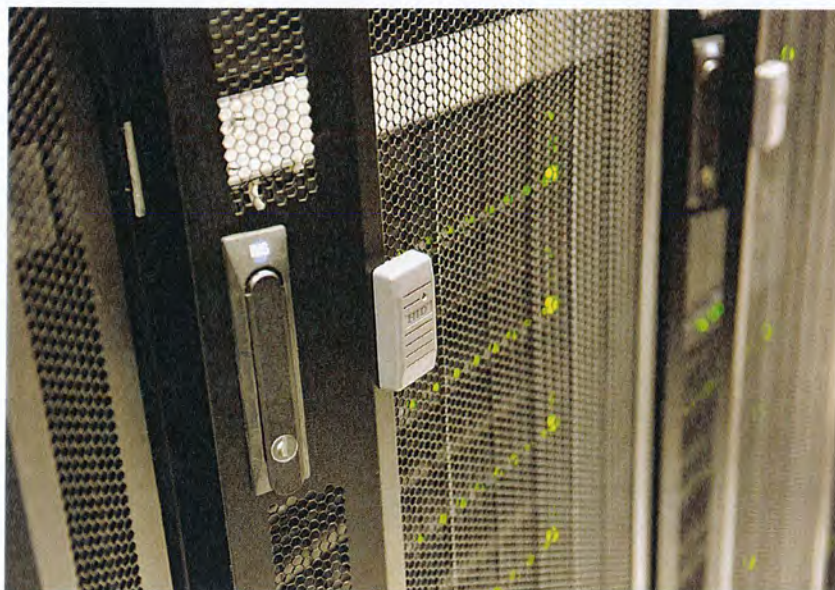
## PHYSICAL AND ENVIRONMENTAL SECURITY

- Diverse set of strategic data centers hosting the technology infrastructure
- Strategic Data Centers maintain ISO 27001 and ISO 9001 certification
- Physical access controls include restricted access, security guards, and video surveillance
- Senior management approval for all physical access provisioning, including visitors
- Visitor registration requires presentation of government-issued identification

## ACCESS CONTROL

- Query data is stored securely and mechanisms are in place to prevent unauthorized access
- Only authorized personnel have access to workspace data

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### RESILIENCE

- Thomson Reuters has established a global, structured framework based on industry-accepted standards which are designed to support recovery should a disruptive incident occur
- Data center features include key resilience measures including two separate power supplies, separate UPS systems, multiple 2-MW diesel generators, HVAC, batteries, fire suppression, CCTV monitoring, and more
- Redundant application servers and disaster recovery tools are implemented
- Data servers are backed up regularly

### POLICIES AND STANDARDS

- Information Security Policies and Standards are reviewed and approved by senior management annually
- Employees and contractors are required to review and acknowledge the Information Security Handbook
- Employees and contractors are required to acknowledge and review the Code of Business Conduct and Ethics

### TRAINING AND AWARENESS

- All employees and contractors who require logical access to Thomson Reuters systems complete security awareness training annually

### VULNERABILITY ASSESSMENTS

- Internet-facing systems are scanned for vulnerabilities on a repeating basis
- Penetration testing is conducted by a third-party tester
- Application code is regularly scanned by industry-standard third-party security tools

### APPLICATION SECURITY

- Thomson Reuters has a formal change management process that is performed by authorized personnel
- Thomson Reuters utilizes secure practices within the agile methodology as part of the Software Development Life Cycle
- All development staff are required to complete security training, with a focus on best practices and OWASP Top 10 security risks. The security learning program promotes secure design, development, and testing best practices
- CLEAR uses highly trained technical support staff who are available on-site – 24/7/365
- CLEAR has a SOC2 Type 2 report, which covers operational control systems that follow the predefined trust services principles and criteria
- CLEAR conducts an annual third-party assessment based on Payment Card Industry Standard

### MULTI-FACTOR AUTHENTICATION

- CLEAR software uses multi-factor authentication and also offers two-factor authentication (OnePass) for secure user login

### ENCRYPTION

- All interaction with CLEAR software occurs inside secure sessions
- CLEAR data is encrypted in transit
- Data and metadata in CLEAR is encrypted in transit and while at rest

For more information, contact your Thomson Reuters representative or visit:  
[legalsolutions.com/clear](https://legalsolutions.com/clear)

The intelligence, technology  
and human expertise you need  
to find trusted answers.



the answer company™  
**THOMSON REUTERS®**



**Thomson Reuters Data Security Addendum (October 2020)**

This Data Security Addendum (the “*Addendum*”) shall apply to the products and services set forth in the agreement to which it is attached and is fully incorporated therein. In the event of a conflict between the terms and conditions of this Addendum and the agreement, the terms and conditions of this Addendum shall take precedence. Customer shall be the same as Customer, Client, or you; and Thomson Reuters shall mean the same as us, we, TR or Thomson Reuters, as the terms may be used in the applicable agreement. As used herein, any references to “Customer Materials” means information provided to Thomson Reuters by Customer which Thomson Reuters is required to host, use or modify for the provision of a Thomson Reuters’ service or product.

**1. INFORMATION SECURITY PROGRAM**

- 1.1 Thomson Reuters will maintain an information security program designed to protect the confidentiality, integrity and availability of Customer Materials. The program will include, but is not limited to, the following components:
  - (i) Information security policy framework
  - (ii) Program documentation
  - (iii) Auditable controls
  - (iv) Compliance records
  - (v) Appointed security officer and information security personnel
- 1.2 Thomson Reuters will establish and maintain information security policies, standards and guidelines designed to protect the confidentiality, integrity and availability of Customer Materials hosted in services which shall include the following:
  - (i) Policies to restrict access to Customer Materials only to authorized Thomson Reuters personnel and subcontractors.
  - (ii) Policies requiring the use of unique user ID’s and passwords.
  - (iii) Policies requiring secure connections to the internet to have commercially reasonable controls to help detect and terminate unauthorized activity prior to the firewall maintained by Thomson Reuters.
  - (iv) Policies requiring performance of regular vulnerability assessments of Thomson Reuters LAN, WAN and critical application and network components.
  - (v) Policies for the use of anti-malware and patch management controls to protect against virus or malware infection and exploitation of security vulnerabilities.
  - (vi) Policies and standards for the use of auditable controls that record and monitor activity.
- 1.3 Thomson Reuters will train and communicate to personnel defined information security principles and information security policies and standards.
  - (i) Thomson Reuters personnel shall be trained in information security practices and the correct use of information processing facilities to minimize possible security threats.
  - (ii) Security awareness training attendance reports shall be maintained in the constituent’s personnel file or other compliance tracking tool.
  - (iii) Thomson Reuters personnel shall be required to report any observed or suspected threats, vulnerabilities, or incidents to the designated point of contact.
  - (iv) Information security personnel shall be made aware of information security threats and concerns and shall be equipped to support the Thomson Reuters information security policy in the course of their normal work.

- 1.4 Thomson Reuters will manage personnel access to systems supporting the services to be granted on a need-to-know basis consistent with assigned job responsibilities.
- 1.5 Thomson Reuters shall have comprehensive business continuity plans. These plans shall be tested and approved by Thomson Reuters management on a periodic basis.
- 1.6 Thomson Reuters shall maintain a program for vendor risk assessment and will maintain contractual provisions with the vendor requiring vendor to maintain adequate security policies and procedures.
- 1.7 Thomson Reuters shall maintain a formal plan for incident response to promptly address suspected or confirmed breaches of Customer Materials or systems supporting the services.

**2. DATA SECURITY CONTROLS**

- 2.1 Application Strategy, Design, and Acquisition. Thomson Reuters shall:
  - (i) Inventory applications and network components that support provision of hosted services and assess their business criticality.
  - (ii) Perform Thomson Reuters standard security compliance review for acquired or developed applications.
  - (iii) Review critical applications at least annually to ensure compliance with industry and commercially reasonable security standards.
- 2.2 Anti-Virus and Anti-Malware. Thomson Reuters shall:
  - (i) Implement and configure anti-virus and anti-malware software for regular signature updates.
  - (ii) Implement threat management capabilities to protect systems holding or processing Customer Materials.
- 2.3 Network Security. Thomson Reuters shall:
  - (i) Configure network devices (including routers and switches) according to approved lockdown standards.
  - (ii) Govern and monitor changes to network security controls (including firewalls) using change management standards.
  - (iii) Segregate data center networks into separate logical domains with the network security controls approved by security personnel.

**2.4 Web and Application Security.** Thomson Reuters shall:

- (i) Maintain commercially reasonable security measures for internet-accessible applications.
- (ii) Implement a change management process for documenting and executing operational changes in services and applications.
- (iii) Implement a documented process for the management of encryption keys including rotation of encryption keys.

**2.5 Audit & Compliance**

- (i) Thomson Reuters will establish and adhere to policies that comply with applicable laws and standards. However, Thomson Reuters is not responsible for compliance with any laws or regulations applicable to Customer or Customer's industry that are not generally applicable to software and content providers in the legal and tax & accounting market segments. Thomson Reuters does not determine whether Customer Materials include information subject to any specific law or regulation and compliance with any such law or regulation is the sole responsibility of the Customer.

**2.6 Physical and Environmental Security**

- (i) Thomson Reuters services systems will be housed in secure facilities protected by a secure perimeter, with industry standard security barriers and entry controls.
- (ii) Thomson Reuters facilities will be physically protected from unauthorized access, damage and interference.
- (iii) Access to the facilities will be logged and logs will be securely maintained.
- (iv) Procedures will be maintained for visitors and guests accessing Thomson Reuters facilities.
- (v) Thomson Reuters equipment will be physically protected from security threats and environmental hazards.

**3. SECURITY QUESTIONNAIRES AND ASSESSMENTS**

3.1. Once per 12 sequential calendar months, Customer may request Thomson Reuters in writing to complete an information security and physical security assessment questionnaire. Thomson Reuters agrees to respond to such questionnaire as soon as commercially reasonable. Customers who purchase multiple products under one or more agreements shall coordinate requests into a single questionnaire per the 12 calendar month period

3.2. To the extent Thomson Reuters performs and makes available to Customers an independent third-party assessment or certification with respect to that service, upon Customer's request, Customer may review an available summary of the results of such security assessment for the services containing Customer Materials.

**4. NOTIFICATION OF SECURITY BREACH**

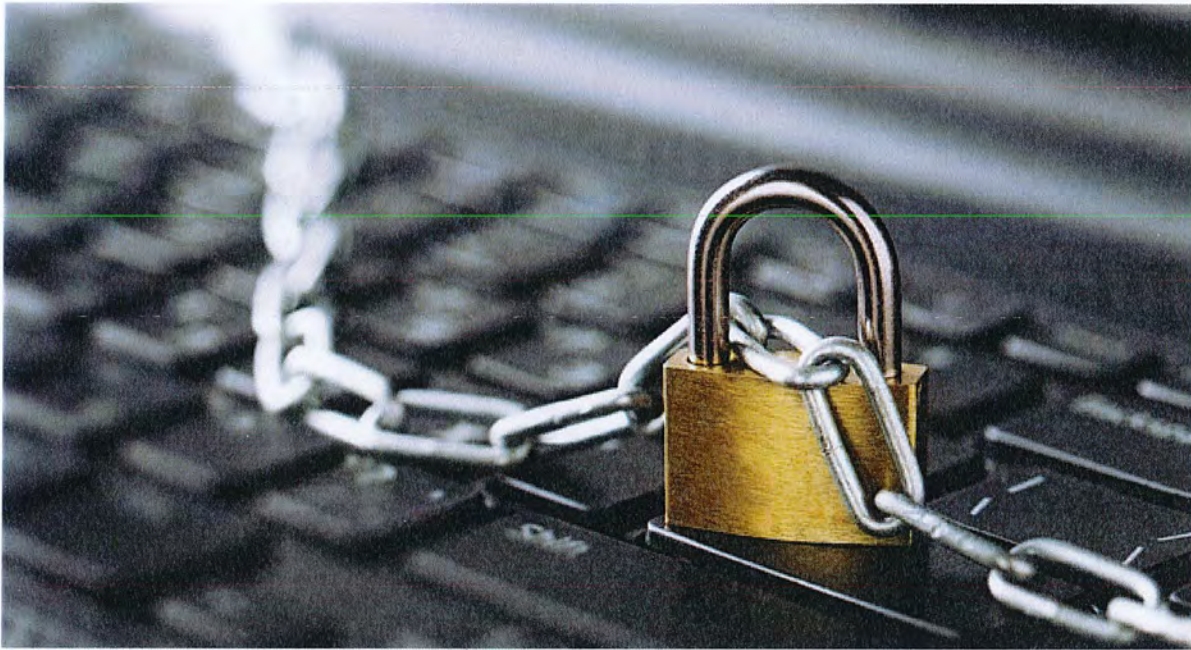
4.1 Thomson Reuters will, without undue delay, notify Customer of an actual breach or an unauthorized use or disclosure that directly and adversely impacts the security and confidentiality of Customer Materials ("Security Breach"). In the event of any such Security Breach, Thomson Reuters shall perform a root cause analysis to identify the cause of such Security Breach and shall, upon request, provide to Customer a report detailing the cause of such Security Breach.

4.2 Notification of a Security Breaches will be delivered to the Customer by any means Thomson Reuters selects, including via email. It is Customer's sole responsibility to ensure Customer's administrators maintain accurate contact information.



# **CLEAR** **Information Security**

August 2019



White Paper





## Product Description

**Thomson Reuters CLEAR** is designed to meet the unique needs of your investigations and fraud prevention programs. CLEAR streamlines your research by bringing relevant content into a single working environment online. The online customizable dashboard and intuitive interface saves time by allowing you to search data and view results in a way that matches how you work.

CLEAR software makes it easier to locate people, businesses, assets, affiliations, and other critical information. With its vast collection of public and proprietary records, investigators are able to dive deep into their research and uncover hard-to-find data.

## Introduction

CLEAR software makes it easier to locate people, businesses, assets, affiliations, and other critical information.

Thomson Reuters maintains its reputation for providing reliable and trustworthy information through a variety of means, including an information security management framework supported by a wide range of security policies, standards, and practices.

This document explains our approach to information security for CLEAR and is designed to answer questions our customers regularly ask about the product.

At Thomson Reuters, protecting our customers' information is at the core of our Information Security strategy. We have policies and a governance structure designed to mitigate and respond to potential security risks.

We align ourselves to multiple security and risk frameworks and assess the effectiveness of our security program on an ongoing basis. We are committed to providing a secure environment for the personal data and confidential information we hold.

## Security Policy

Our Information Security policy, aligned to the International Organization for Standardization (ISO) framework, mandates the security principles that apply to our people, process, and technology. These policies and supporting standards are reviewed and updated as necessary to take into account evolving technical risks as well as regulatory changes and our customers' needs for information security.

## Organizational Security

Our global Information Security Risk Management (ISRM) function is responsible for protecting applications, platforms, and infrastructure and safeguarding our customer data. The ISRM team is led by the Chief Information Security Officer (CISO).

Thomson Reuters places security at the heart of what we do. As a result, we have built our organizational structure with information security at its core, which you can see below:







With dedicated resources focused on improving information security practices throughout Thomson Reuters, we strive to identify risks to our information assets and to guard against unauthorized access, loss, or misuse.

## Risk Assessment and Treatment

We use a risk-based approach across our security programs. The ISRM team maintains a risk framework that sets forth the requirements and responsibilities for risk identification, registration, and treatment. Identified risks are submitted into a central repository.

With dedicated resources focused on improving information security practices throughout Thomson Reuters, we strive to identify risks to our information assets and to guard against unauthorized access, loss, or misuse. As part of managing such risks, we use a variety of controls, security devices, and monitoring tools to analyze our systems and network.

Our product and technology teams engage information security subject matter experts regularly to provide risk assessments services. Architecture reviews, vulnerability scans, application security testing, and technical compliance reviews are several of the services performed during risk assessment activities for CLEAR. Following risk assessment activities, our ISRM team consults with product and technology teams to develop remediation plans and roadmaps to address gaps in compliance or areas of identified risk.

## Asset Management

Our asset management program is based on Information Technology Infrastructure Library (ITIL) disciplines and is subject to our ISO 27001 certification. A centralized inventory of hardware and software is maintained and is supplemented with detailed documentation regarding the purpose of each type of asset and its criticality to the business. Assets held within the inventory have an assigned owner with the responsibility of maintaining the asset attributes.



Thomson Reuters employees must complete pre-employment background screening checks and comply with confidentiality agreements.

## Employees and Contractors

Employees are required to complete training on the company's Code of Business Conduct and Ethics. The Code sets forth the laws, rules, and standards of conduct that apply to our employees in countries where we do business. We enforce this Code as appropriate, up to and including dismissal.

In addition, when we hire through contract employment agencies, contractors are required to read and sign the Thomson Reuters Code of Business Conduct and Ethics, sign a nondisclosure agreement (which specifies and extends client confidentiality requirements), and agree to the applicable standard contractual terms and conditions.

Thomson Reuters employees must complete pre-employment background screening checks and comply with confidentiality agreements. Each employee is provided access to the appropriate premises and systems upon completion of these checks. Controls are in place to monitor and review access. Should the employee leave, access to systems and premises are ceased as per Thomson Reuters Leaver Policy.

CLEAR development staff are required to complete security training, with a focus on best practices and OWASP Top 10 security risks. CLEAR development staff are also subject to enhanced background checks. The security learning program promotes secure design, development, and testing best practices.

## Physical and Environmental Security

Our commitment to a secure operating environment is demonstrated by our ongoing certification program of our strategic data centers' information security management systems (ISMS) to ISO/IEC 27001.

Thomson Reuters data center facilities are secured by computer-managed access control systems, and entrances are monitored by security guards. Visitors are required to be signed in and escorted as well as have appropriate access badges. Multilevel security access is required for access to restricted areas. Access traffic is recorded, documented, and monitored across our data centers. Other security controls are implemented across Thomson Reuters to physically secure the data centers and their assets. Access to delivery and loading areas is controlled and monitored, and deliveries and access are only allowed in controlled areas.





Thomson Reuters data centers are managed to the standards set forth within Thomson Reuters Corporate Security Policy guidelines, which are based on best practices in the industry.

Thomson Reuters data centers are managed to the standards set forth within Thomson Reuters Corporate Security Policy guidelines, which are based on best practices in the industry. Our guidelines include requirements for physical security, building maintenance, fire suppression, air conditioning, uninterruptible power supply (UPS) with generator back-up, and access to diverse power and communications. Thomson Reuters policy requires that our data centers be subject to a periodic assessment during which the data center is measured by a grading system that determines the recovery level of the site. The assessment also includes completion of an evacuation test.

### Operations Management

CLEAR has an automated backup system configured to perform backups on an ongoing basis for production data as per business requirements.

Thomson Reuters uses a third-party service provider for destruction of 'end-of-life' electronic media devices. The supplier follows NIST 800-88 and is certified to ISO 9001.

We employ trusted third parties to handle data archival from our global data centers. The data archival specialists use the following methods:

- Arrange for regular collection from our premises
- Use climate-controlled vehicles
- Employ appropriate security safeguards
- Use GPS tracking of their fleet
- Use unmarked vehicles
- Train drivers to keep them in constant communications with operations centers

The data is stored:

- In secure, fireproofed, unmarked media vaults
- With temperature and humidity control systems in place
- With a non-destructive fire suppression system
- With 24-hour monitored security systems, CCTV, and perimeter fencing

### User Data Storage

Users can choose to store their searches to the workspace feature of the CLEAR application. The data and metadata that is stored within CLEAR is encrypted during transit and rest.

### Identity and Access Management

Thomson Reuters enforces identity and access security controls to enterprise resources, product environments, and applications. These controls adhere to established industry standards including least privilege, segregation of duties, unique IDs, password management, and privileged access management.

Thomson Reuters employs privileged account management to secure administrator access at the system level. This adds multi-factor authentication and limited credential life span to reduce the risk of administrative account compromise. Capabilities integrated with privileged account management remove access automatically when employee status changes.

Access to production networks and production systems is governed by technical controls that require multi-factor authentication and unique IDs.

CLEAR employs Thomson Reuters' identity and access controls and regularly reviews administrative access to enterprise resources, product environments, and applications.

CLEAR users must be authenticated to the CLEAR web-based application with a unique CLEAR user ID and password. CLEAR uses multi-factor authentication (MFA), and also offers two-factor (2FA) authentication (OnePass) for secure user login.



Thomson Reuters enforces identity and access security controls to enterprise resources, product environments, and applications.





Thomson Reuters currently follows a 24x7x365 "follow the sun" Security Operations model, with a global response footprint and a main Cyber Fusion Center.

## Change Management

A formal Systems Development Life Cycle (SDLC) is adopted and applied for our development efforts, including CLEAR.

We have a formal Change Control Policy and Procedure in place. Items considered for change control are tracked through a formal process. Operational and code changes are included in the change control process. This can involve database changes, network connectivity changes, implementation of new hardware, or changes to existing hardware.

The established change process requires testing prior to implementation of any changes.

## Security Operations

Thomson Reuters currently follows a 24x7x365 "follow the sun" Security Operations model, with a global response footprint and a main Cyber Fusion Center located in Richmond, Virginia. Our Security Operations Center (SOC) utilizes foundational, advanced, and next generation security tools and services to provide security monitoring and protection of our people, assets, and operations around the globe. Analytics, sensors, software agents, vulnerability scanners, and application white-listing tools are deployed across data centers to help detect, disrupt, or deny malicious activities including spoofing, hijacking, and denial of service (DOS). We also employ intrusion detection systems (IDS) and have other proactive security monitoring tools in place to help defend our operations 24/7. A dedicated team of security analysts provide continuous monitoring and analysis of the latest security threats to help identify and defeat malicious activities, and cyber hunters are employed to help address asymmetric threats.

## Monitoring Coverage

In addition to environmental defense, Thomson Reuters employs targeted or elevated monitoring to key or strategic platforms within the organization. This additional layer of defense is designed to target key indicator sets, behaviors, or abuse scenarios, to help better defend critical platforms and services.

## Incident Event and Communications Management

Thomson Reuters employs a tiered incident management and escalation model based on ITIL. Incidents are triaged based on criticality and assigned through incident leads in each region. Incident command follows documented response practices, as well as established communications and escalation practices. Incident coordination also works with existing IT and product escalation practices where necessary, including the use of outside communications expertise and General Counsel where deemed necessary.

## Network and Host Security

Thomson Reuters employs a blended strategy of passive, interactive, and proactive defensive technologies across our environment to help improve defense in depth wherever possible. This includes, but is not limited to, network segmentation and route isolation in key or strategic locations of the network, sensor, and defensive technologies at critical choke points or network interconnects (for example: firewalls, anti-virus, host management, vulnerability scanning, and phishing defense), and response doctrine that addresses network and host-specific risks. Proactive defense can include appropriate server maintenance, the use of encryption, and system hardening.

## Threat Management/Cyber Intelligence

Thomson Reuters employs a wide range of commercial and Open Source Intelligence indicator feeds and flows to help ensure our detection technologies are kept current with the latest cyber intelligence indicators. This is important because threats are asymmetric and require constant vigilance and updates to ensure intelligence indicators are refreshed. The company also participates in strategic threat sharing forums and partnerships, to ensure our teams are kept up-to-date on the latest exploits and techniques in cybersecurity.



In addition to threat intelligence, we employ a range of host and network-based vulnerability scanning capabilities to assess risks to our estate. Remediation of vulnerabilities is handled through a review practice, and criticality scores are assigned to vulnerabilities to help ensure timely response in corrective actions.

Thomson Reuters leverages hunting functions to help augment standard incident response doctrine, and to proactively help identify the latest and most significant threats.

As new risks are identified, Thomson Reuters is constantly striving to mitigate these evolving threats.

## Business Resiliency



The goal of our Business Continuity and Disaster Recovery strategy and plans is to ensure our continued ability to serve our clients, and to protect our people and assets.

Thomson Reuters is exposed to an increasing array of potential risks that could impact critical business functions or services following a disruptive incident. The goal of our Business Continuity and Disaster Recovery strategy and plans is to ensure our continued ability to serve our clients, and to protect our people and assets.

We have an established global, structured framework, designed to ensure that Thomson Reuters is prepared should a disruptive incident occur. This approach addresses disruptions of varying scope, including, but not limited to, large-scale location-specific events and Thomson Reuters-only disruptive incidents.

Central to our efforts is a requirement that each Thomson Reuters business unit develops, tests, and maintains business continuity plans for each of its critical functions. Our strategy and plans include leveraging our global resources and infrastructure through relocating impacted business units to designated and tested business continuity sites, and redeploying critical resources, data, and systems between geographically dispersed data centers and sites, based on business requirements and as dictated by the specific crisis event.

We prioritize systems recovery based on the criticality of the systems to our clients, then recovery requirements are established based on those priorities. As a further safeguard, many critical functions can be transferred to out-of-region locations. Additionally, Thomson Reuters can support many critical functions by enabling designated staff to work from their homes through secure remote access connections. Integral to our business continuity readiness is employee awareness and training so that employees are aware of their roles and responsibilities in the event of a disruptive incident. In accordance with business requirements, and as part of our regular maintenance, stringent testing of systems failover/recovery and business continuity sites and plans are conducted on a recurring basis, which increases the confidence of our business continuity readiness. Associated strategies and plans are required to be reviewed and updated, at a minimum, on an annual basis.

Oversight of our preparedness and readiness is provided by our Executive Committee. We have dedicated business continuity teams in EMEA, Americas, and Asia. This group monitors the development, implementation, maintenance, and testing of each of our business unit strategies and plans and drives globally continuous improvement.

In the event of an incident or significant disruption, our Thomson Reuters Service Centers, Service Alerts, and customer communication channels will be used to provide proactive information to our customer base, in addition to direct contact via Account Management teams.

## Compliance

Based on the ISO 27001 requirements, we have implemented a program of internal risk assessments focusing specifically on information protection, including:

- Annual self-assessment
- ISO Audits and risk assessments
- Internal Assessment





CLEAR conducts an annual third-party assessment based on Payment Card Industry Data Security Standard.

Our ISRM compliance team performs audits against policies, standards, and regulatory requirements, and registers findings for review and remediation initiatives within the business. Additionally, we maintain an ongoing external attestation program across our strategic products and data centers.

CLEAR has a SOC2 Type 2 report, a third-party assessment conducted on application security controls, which covers operational control systems and follows the predefined trust services principles and criteria.

CLEAR also conducts an annual third-party assessment based on Payment Card Industry Data Security Standard.

### Encryption

Interaction with CLEAR software occurs inside secure sessions. CLEAR data and metadata are encrypted using HTTPS during transit. Within CLEAR, the user data and metadata at rest are encrypted using AES encryption.



Mobile devices such as smartphones and tablets are managed through a formal Mobile Device Management program.

### Mobile Device Management

Mobile devices such as smartphones and tablets are managed through a formal Mobile Device Management program with an enforced policy authenticated using device certificates for connection to the network. This includes the ability to set security controls and remotely wipe company data from a mobile device.

### For More Information:

More about Corporate Governance on our Investor Relations site at:

<https://ir.thomsonreuters.com/>

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## Thomson Reuters

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**"Provider"** means a Supplier, Contributor, or other third party entity or individual that licenses or otherwise supplies data to West.

**"You" or "Your"** means the client, customer or subscriber identified in the Agreement.

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Any other capitalized term used in these Additional Terms but not otherwise defined will have the meaning assigned to it in your Agreement.

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**DATA MAY NOT BE USED FOR COMMERCIAL SOLICITATIONS, MARKETING, FUNDRAISING, OR OTHER SIMILAR ACTIVITIES OR RELATED PURPOSES.**



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## ARREST/ARREST RECORDS

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## BANKRUPTCY

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## CANADIAN PHONES/CANADIAN BUSINESS PHONES

**This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.**

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By accessing the various court records made available to you through the Service, you acknowledge that this data will only be used for a lawful and appropriate use in the ordinary course and scope of your business or profession. The fact that an individual has been arrested, in and of itself, does not indicate that a violation of any law has occurred or that a crime has been committed. This data is provided for informational purposes only and it is not the official record. For copies of the official record (of an incarceration, conviction or court filing record) contact the source agency or court.

## CALIFORNIA

data from the California Sex Offender Registry may only be used to protect a person at risk and may not be used as the basis to take any adverse action against a person, including without limitation, using the data for purposes related to: (a) health insurance, (b) insurance, (c) loans, (d) credit, (e) employment, (f) education, scholarships, or fellowships, (g) housing or accommodations, or (h) benefits, privileges, or services provided by any business establishment.

## CONNECTICUT

### *Department of Corrections*

This data contains names and information on individuals who are sentenced or currently on pre-trial status and have not been convicted. This information is not to be used for the purposes of criminal background checks.

### *Judicial Branch data*

Data may not be used to allow, enable or otherwise support the transmission by e-mail, telephone or facsimile of mass,

## CLEAR Supplier Additional Terms & Disclaimers

LAST UPDATED: June 7, 2018

unsolicited, commercial advertising or solicitations to entities other than its own existing customers.

## MAINE

The Maine Sex Offender Registry data may be used for public safety and community awareness purposes only.

## NEW JERSEY

data from the New Jersey Sex Offender Registry may not be used as the basis to take any adverse action against a person, including without limitation, using the data for purposes related to: (a) health insurance, (b) insurance, (c) loans, (d) credit, (e) education, scholarships, or fellowships, (f) benefits, privileges, or services provided by any business establishment, unless for purposes of public safety, or (g) housing or accommodations.

## NEW MEXICO

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This data may not be used to engage in any method, act, or practice which is unfair or deceptive, nor may it be used for marketing or solicitations, or surveys not authorized by law.

#### DUN & BRADSTREET

1. All information that Dun & Bradstreet, Inc. ('D&B') furnishes to you ('Information') will be used by you solely as one factor in your credit, insurance, marketing or other business decisions and will not be used to determine an individual's eligibility for credit or insurance to be used primarily for personal, family or household purposes or to

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determine an individual's eligibility for employment. You also agree that the Information will not be used to engage in unfair or deceptive practices.

2. You agree that the Information is licensed for your internal use only and you agree that it will not be reproduced, revealed or made available to anyone else. Notwithstanding the above, you may make limited excerpts of Information available to any of your clients only and where the provision of such Information is (i) incidental to the services that you provide to your client and (ii) such provision of Information is an amount which would not cause the Information so used or disclosed to be susceptible to use substantially as an original source of or as a substitute for the Information being licensed hereunder. You agree that you are solely responsible for any claim or cause of action arising out of or relating to use of the Information by you or any individuals or entities to whom the Information was shared.

3. You understand that you are the beneficiary of a contract between D&B and West and that, under that contract, both D&B and West have reserved certain rights that may result in the termination of your right to receive Information from D&B. In addition, D&B may terminate this Agreement at any time if you breach any of its terms.

4. YOU ACKNOWLEDGE THAT NEITHER D&B NOR WEST WARRANTS OR GUARANTEES THE TIMELINESS, CURRENTNESS, ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION. YOU ALSO ACKNOWLEDGE THAT EVERY BUSINESS DECISION INVOLVES THE ASSUMPTION OF A RISK AND THAT NEITHER D&B NOR WEST, IN FURNISHING THE INFORMATION TO YOU, DOES OR WILL UNDERWRITE THAT RISK, IN ANY MANNER WHATSOEVER. YOU THEREFORE AGREE THAT NEITHER D&B NOR WEST WILL BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED IN WHOLE OR IN PART BY D&B'S OR WEST'S NEGLIGENCE IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE INFORMATION.

5. YOU AGREE THAT NEITHER D&B NOR WEST WILL BE LIABLE FOR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THEIR POSSIBILITY. YOU ALSO AGREE THAT D&B'S AND WEST'S LIABILITY FOR ANY AND ALL LOSSES, DAMAGES OR INJURIES THAT YOU SUFFER OR INCUR ARISING OUT OF ANY ACTS OR OMISSIONS OF D&B OR WEST IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED HEREUNDER, REGARDLESS OF THE CAUSE OF THE LOSS, DAMAGE OR INJURY AND REGARDLESS OF THE NATURE OF THE LEGAL RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED \$10,000 AND YOU COVENANT AND PROMISE THAT YOU WILL NOT SUE D&B OR WEST FOR A GREATER AMOUNT.

6. You acknowledge and agree that the copyright to the Information is and shall remain with D&B. You acknowledge that the Information, regardless of form or format, is proprietary to D&B and comprises: (a) works of original authorship, including compiled information containing D&B's



selection, arrangement and coordination and expression of such information or pre-existing material it has created, gathered or assembled; (b) confidential or trade secret information; and (c) information that has been created, developed and maintained by D&B at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm D&B. You shall not commit or permit any act or omission by your agents, employees or any third party that would impair D&B's proprietary and intellectual property rights in the Information. You agree to notify D&B immediately upon obtaining any information regarding a threatened or actual infringement of D&B's rights.

7. These terms are in addition to those found in your subscriber agreement. If there is a conflict between these Terms and those found in any such subscription agreement then these Terms will apply.

DUNS® is a registered trademark of the Dun & Bradstreet Corporation.

Duns Business Records Plus is a service mark of the Dun & Bradstreet Corporation.

#### EXPERIAN CREDIT HEADER

The data contained in this database and its use may be regulated by laws that restrict the use of such information, including but not limited to the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq. ("GLBA"), various federal and state laws, regulations, and rules as well as your subscription agreement with West. By accessing this database, you represent and warrant that information regulated by GLBA and other legal authorities will only be used for the use you select in the drop down menu. If you do not have a permissible use, you agree that you will select "no permissible use" from the drop down menu. The information in this database may not be used for any purposes related to direct marketing.

You acknowledge that the data contained in this database may be compiled by West from numerous suppliers, and that you have been allowed access to this data because of your representations, regarding its authorized use of the data.

You shall indemnify, defend and hold harmless West and its suppliers, from and against any and all liabilities, damages, losses, claims, costs, fees and expenses (including attorney fees) arising out of or relating to your use of this data. West and its third party suppliers are entitled to enforce the data security, use, legal compliance and indemnification provisions of your Agreement directly against you as third party beneficiary; provided however, the foregoing paragraph shall not be applicable to local, state, and federal government agencies or as otherwise excepted in your subscription agreement.

You agree to immediately notify West of any misuse or compromise of the information contained in this database. Failure to comply with these terms, including the Experian

Access Security Requirements below, or other terms within your Agreement will result in temporary or permanent blocks on access to this database or termination of your Agreement. This data cannot be used to prepare, publish, clean or maintain any directory or provide any directory service to the general product. You further agree that you will not provide this data to any person or entity for resale. By accessing this data you acknowledge and agree that you are the end user of the data and that you do not intend to resell or otherwise provide or transfer it, in whole or in part, to another person or entity.

#### EXPERIAN ACCESS SECURITY AGREEMENT

The following information security measures are designed to provide guidance to you in relation to preventing unauthorized access to consumer information that you receive through the West Services. The information provided below is considered the minimum baseline for information security. It is your responsibility to implement appropriate controls to protect the privacy and information of consumers. Capitalized terms used herein have the meaning given in the Glossary attached hereto.

In accessing Experian's services, you agree to follow these security requirements:

##### 1. Implement Strong Access Control Measures

- 1.1 Each User should have a separate, unique user ID logon password. PASSWORD SHARING IS STRICTLY PROHIBITED
- 1.2 Ensure that user IDs are not shared, either internally or externally. PASSWORD SHARING IS STRICTLY PROHIBITED AND IS GROUNDS FOR SUSPENSION OR TERMINATION OF YOUR ACCESS.
- 1.3 Ensure that no Peer-to-Peer file sharing is enabled on those users' profiles.
- 1.4 Keep user passwords Confidential.
- 1.5 Develop strong passwords that are:
  - Not easily guessable (i.e. password should NOT contain your name or company name, repeating numbers and letters or consecutive numbers and letters)
  - Contain a minimum of seven (7) alpha/numeric characters for standard user accounts
- 1.6 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
- 1.7 Restrict the number of key personnel who have access to consumer information.
- 1.8 Ensure that personnel who are authorized access to consumer information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of your membership application.

- 1.9 Ensure that you and your employees do not access your own consumer information or those reports of any family member(s) or friend(s) unless it is in connection with a valid business transaction or for another permissible purpose.
  - 1.10 Implement a process to terminate access rights immediately for users that are terminated or when they have a change in their job tasks and no longer require access to consumer information.
  - 1.11 After normal business hours, turn off and lock all devices or systems used to obtain consumer information.
  - 1.12 Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain consumer information.
2. Maintain a Vulnerability Management Program
    - 2.1 Keep operating system(s), Firewalls, Routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates.
    - 2.2 Configure infrastructures such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including these practices may include disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
    - 2.3 Implement and follow current best security practices for Computer Virus detection scanning services and procedures:
      - Use, implement and maintain a current, commercially available Computer Virus detection/scanning product on all computers, systems and networks.
      - If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.
      - On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.
    - 2.4 Implement and follow current best security practices for computer anti-Spyware scanning services and procedures:
      - Use, implement and maintain a current, commercially available computer anti- Spyware scanning product on all computers, systems and networks.
      - If you suspect actual or potential Spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
      - Run a secondary anti-Spyware scan upon completion of the first scan to ensure all Spyware has been removed from your computers.
      - Keep anti-Spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti- Spyware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti- Spyware scans be completed more frequently than weekly.
  3. Protect data
    - 3.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)
    - 3.2 All Experian data is classified as Confidential and must be secured to this requirement at a minimum.
    - 3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
  4. Maintain an Information Security Policy
    - 4.1 Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.
    - 4.2 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.
    - 4.3 The FACTA Disposal Rules requires that you implement appropriate measures to dispose of sensitive consumer information to protect against unauthorized access or use of that information.
    - 4.4 Implement and maintain security training and awareness sessions for all staff to underscore the importance of security within your organization

#### EXPERIAN GATEWAY

The data contained in this database and its use may be regulated by laws that restrict the use of such information, including but not limited to the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq. ("GLBA"), various federal and state laws, regulations, and rules as well as your subscription agreement with West. By accessing this database, you represent and warrant that information regulated by GLBA and other legal authorities will only be used for the use you select in the drop



down menu. If you do not have a permissible use, you agree that you will select "no permissible use" from the drop down menu. The information in this database may not be used for any purposes related to direct marketing.

By accessing this data you acknowledge and agree that you are the end user of the data and that you do not intend to resell or otherwise provide or transfer it, in whole or in part, to another person or entity.

#### FICTITIOUS BUSINESS NAMES

**This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.**

#### FUGITIVES

*See Supplier Additional Terms: Court Records.*

#### GOOGLE MAPS

You understand and agree that your use of any Google mapping functionality will at all time comply with Google's Terms of Service ([http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html)) and all applicable Google legal notices ([http://maps.google.com/help/legalnotices\\_maps.html](http://maps.google.com/help/legalnotices_maps.html)).

#### HOUSEHOLD LISTINGS/PEOPLE HOUSEHOLDS

**This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.**

#### LAWSUITS

*See Supplier Additional Terms: Court Records.*

#### LICENSE PLATE RECOGNITION DATA – LEARN PLATFORM TERMS OF USE

If authorized, you agree that access and use of the LEARN platform and any data contained therein is governed by and will at all time comply with the Vigilant Terms of Use ([http://learn-nvls.com/learn/LEARN\\_Hosted\\_Server\\_User\\_Agreement.pdf](http://learn-nvls.com/learn/LEARN_Hosted_Server_User_Agreement.pdf)).

#### LICENSE PLATE RECOGNITION ("LPR") DATA – GATEWAY USAGE AND PRIVACY POLICY

By accessing the LPR data, you agree that your use of the data will at all times comply with CA Civil Code §§1798.90.5-1798.90.55.

Use of LPR data. Access to LPR data via the gateway in CLEAR is limited to subscribers that have a legitimate law enforcement or investigative purpose and a permissible use under the U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) ("DPPA").

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Users and Training. Employees and subcontractors of Thomson Reuters are authorized to access and use the LPR data to demonstrate the system to actual and potential subscribers, to provide customer support, and to maintain the LPR data and CLEAR. Subscribers are authorized to access the LPR data in accordance with this policy. Subscribers are required to maintain the confidentiality of the LPR data and to train all end users on its confidentiality and permissible use obligations.

Monitoring and Compliance. LPR data in West's systems is monitored in accordance with West's standard procedures to ensure the security of the LPR data and compliance with applicable laws, rules and regulations. Furthermore, we maintain usage logs in accordance with DPPA requirements.

Sales, Sharing or Transfer of LPR data. We authorize access to the LPR data in accordance with this policy. All subscribers are required to have entered into a definitive agreement with us prior to accessing the LPR data.

Custodian/Owner of the LPR System; Accuracy; data Retention. Vigilant Solutions, Inc. is the custodian and owner of the LPR system that is accessible via CLEAR. Please see Vigilant's Usage and Privacy Policy (<https://www.vigilantsolutions.com/lpr-usage-and-privacy-policy/>) for information on data accuracy and retention.

The terms contained in this Supplier Additional Terms document is implemented and maintained by the public records compliance team of the legal business unit of Thomson Reuters. Please see the Public Records Privacy Statement (<http://legalsolutions.thomsonreuters.com/law-products/about/legal-notices/privacy/records>) for more information on the availability and accuracy of the LPR data and the process to contact the public records compliance team.

#### MARRIAGES

*See Supplier Additional Terms: Court Records.*

#### NEW MOVERS

**This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.**

#### REAL PROPERTY

This data may not be used for any direct marketing or solicitation purpose. By accessing this data you acknowledge and agree that you will not infringe on any consumers' rights of privacy and will, at all times, adhere to fair information practices. You are expressly prohibited from using any element or component of the real property data to create, replace, supplement or enhance any title, legal, vesting, ownership or

encumbrance report. You further agree that you may not use the data, coupled with alternative insurance approaches or products without first obtaining written permission.

#### **REAL-TIME MOTOR VEHICLES GATEWAY**

Your use of this data may be subject to privacy restrictions imposed by Driver's Privacy Protection Act ("DPPA") and state law. If you access motor vehicle, driver's license, state boat, or similar data, you will be required to acknowledge compliance with the law and to choose among "permissible uses" for the data. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.

Furthermore, you agree to comply with the following:

1. Access to Motor Vehicle data: The Driver's Privacy Protection Act ('DPPA') as well as state law restricts the use of motor vehicle data to certain "permissible uses." subscribers who access motor vehicle data shall require its End Users to acknowledge compliance with these laws and only permit them to access motor vehicle information for the specific DPPA permissible purposes. You represent and warrant that motor vehicle information will not be accessed without an approved DPPA permissible purpose for each access, that motor vehicle information shall be used only for such permissible purpose, and that you are the end user of the information. You shall employ commercially reasonable procedures to track and monitor End User access to and use of motor vehicle data and investigate any allegations of misuse of the motor vehicle data in full cooperation with West and/or its provider of this motor vehicle information, or at the request of a state. You acknowledge that in addition to other remedies of West and/or its provider any non-compliance by you with the above provision shall result in West revoking your access to and use of motor vehicle information. You acknowledge that motor vehicle data is licensed to you for your internal use only and may not be reproduced, or disclosed to anyone else unless permitted by law. Motor vehicle data shall not be appended to any other data or file except in the context of a report prepared for and consistent with the approved DPPA permissible purpose for which the motor vehicle data was accessed. You acknowledge that all right, title and interest in and to the motor vehicle data is retained by West and/or its provider, and you shall not commit or permit any act or omission that would impair such rights.

2. Warranty: The motor vehicle data shall be as current, accurate and complete as may be achieved using the source data and compilation and data processing methods customarily employed by West and its provider in the ordinary course of business, but is not warranted as being error free. Neither West nor its provider attempt to independently verify the completeness, accuracy or authenticity of this data. Accordingly, the data is provided on an 'as is' 'as available' basis.

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Any use or reliance upon the data by you shall be at your own risk. THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. Limitation of Liability: IN NO EVENT SHALL WEST NOR ITS PROVIDER, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST INCOME OR LOST REVENUE WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY.

4. Subscriber is responsible for all damages due to the misuse of this data by subscriber or any other party receiving such Regulated data from or through subscriber.

#### **SEX OFFENDER**

*See Supplier Additional Terms: Court Records.*

#### **TRAFFIC CITATIONS**

*See Supplier Additional Terms: Court Records.*

#### **TRANSUNION GATEWAY**

The data contained in this database and its use may be regulated by laws that restrict the use of such information, including but not limited to the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq. ("GLBA"), various federal and state laws, regulations, and rules as well as your subscription agreement with West. By accessing this database, you represent and warrant that information regulated by GLBA and other legal authorities will only be used for the use you select in the drop down menu. If you do not have a permissible use, you agree that you will select "no permissible use" from the drop down menu. The information in this database may not be used for any purposes related to direct marketing. By accessing this data you acknowledge and agree that you are the end user of the data and that you do not intend to resell or otherwise provide or transfer it, in whole or in part, to another person or entity.

By accessing this data, you shall use information obtained from each individual request for data only one time and shall hold this data in the strictest confidence. You shall not disassemble, decompile, or in any way reverse engineer this data. You shall use this data: (1) solely for your certified permitted use and shall not request, obtain or use this data for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing this data to any other party, whether alone, in conjunction with your own data, or otherwise in any service which is derived from the data; and (2) subject to your subscription agreement. data shall be requested by, and disclosed only the your designated and authorized End Users having a need to know and only to the extent necessary to enable you to use the data in accordance with your subscription agreement. You shall ensure that such designated and authorized End User shall not attempt to



obtain any data on themselves, associates, or any other person except in the exercise of their official duties. With just cause, such as violation of the terms of subscription agreement or a legal requirement, or a material change in existing legal requirements that adversely affects the your agreement, West may, upon its election, discontinue serving the data. You understand and agree that you may not use any data for any marketing purposes without prior written consent.

#### UNCLAIMED ASSETS

*See Supplier Additional Terms: Court Records.*

#### UTILITY RECORDS

The information in this database may not be used for any purposes related to direct marketing. Further, this data may not be used to create or enhance telemarketing calling lists or direct mailing lists or similar.

#### VEHICLE & TRAFFIC

*See Supplier Additional Terms: Court Records.*

#### VEHICLE REGISTRATIONS

This data may not be used for such direct marketing activities as direct mail and telemarketing. Furthermore, this data cannot be used (1) by any law enforcement agency for traffic violation applications, (2) any toll road application, (3) in any automated system which detects traffic violations or identifies traffic violators or the vehicles involved, (4) for providing motor vehicle history reports, or (5) for providing motor vehicle statistical reports except in matters of litigation or associated investigations. This data cannot be used for any of the following services, or in connection with: motor vehicle manufacturers; matters of motor vehicle warranty, product alterations, recalls, advisories, customer surveys or research or performance monitoring of motor vehicles or dealers, law enforcement for traffic violation applications; toll road applications; any automated system that detects traffic violations or identifies traffic violators or the vehicles involved; for providing motor vehicle history reports; for providing motor vehicle statistical reports except in matters of litigation or associated investigations.

#### VOTER REGISTRATIONS

Voter registration data may not be used as the basis for commercial or charitable solicitation of any kind. This includes the mailing or delivering any advertisement of offer for any property, establishment, organization, product or service or for the purpose of mailing or delivering any solicitation for money, services, or anything of value. By accessing this data you acknowledge that access to certain data available through the Service, including voter registration data is regulated by state or federal laws. You agree not to access such data for any purpose that is not allowed by any applicable state or federal laws or regulations, or that is contrary to your subscription

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agreement. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.

Voter data from Kansas may only be used for political campaign or election purposes.

#### WARRANT RECORD

*See Supplier Additional Terms: Court Records.*

#### WORK AFFILIATIONS

**This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.**



# SUPPLIER DISCLAIMERS

## ARRESTS/ARREST RECORDS

*See Supplier Disclaimers: Court Records.*

## CORPORATIONS/CORPORATE FILINGS – California

THIS CALIFORNIA SECRETARY OF STATE DATA IS FOR INFORMATIONAL PURPOSES ONLY. CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE SACRAMENTO OFFICE OF THE CALIFORNIA SECRETARY OF STATE.

This data is provided for research purposes only and it is not the official record. Certified copies can only be obtained from the official source. West makes every effort to provide you with the most current data, however, information reported in this data may have been paid, terminated, vacated or released prior to today's date.

## CORPORATE RECORDS – Michigan

THIS DATA IS FOR INFORMATION PURPOSES ONLY. CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS, CSCB, CORPORATION DIVISION.

## CORPORATIONS/CORPORATE FILINGS – New York

To the extent that any of the information, material or data obtained from West Publishing Corporation ("West") is derived from the New York State, Department of State, Division of Corporations and state records:

- (1) Any such information, material or data is not an official record of the Department of State or of the State of New York;
- (2) West Publishing Corporation, hereby represents and acknowledges that it is not an employee or agent, for any matter whatsoever, of the Department of State or the State of New York;
- (3) West Publishing Corporation, the Department and the State of New York make no warranties, guarantees or representations of any kind, whether express or implied, or arising by custom or trade usage as to any matter whatsoever, without limitation, and specifically make no implied warranty of merchantability, fitness for any particular purpose or use, including but not limited to adequacy, accuracy, correctness, completeness, currentness, reliability or conformity to any representation, description, sample or model; and
- (4) Neither West Publishing Corporation, the Department, the State of New York nor its officers or employees shall be responsible for any loss or damage caused by the use of the information, material or data.

## COURT RECORDS

By accessing the various court records made available to you through the Service, you acknowledge that this data will only be used for a lawful and appropriate use in the ordinary course and scope of your business or profession. The fact that an individual has been arrested, in and of itself, does not indicate that a violation of any law has occurred or that a crime has been committed. This data is provided for informational purposes only and it is not the official record. For copies of the official record (of an incarceration, conviction or court filing record) contact the source agency or court.

### ARIZONA

*Maricopa County Justice Courts  
Maricopa County Superior Court  
Arizona Supreme Court*

The above listed Courts in Arizona do not provide any warranties, express or implied that the data provided is accurate, current, correct, or complete, nor do they make any representations regarding the identity of any persons whose names appear in the data. It is expressly understood that it is the responsibility of users to verify the data by personally comparing it with the official court records.

### ARKANSAS

The official custodian of all official court records for each court in Arkansas is the clerk of the court. The Arkansas Administrative Office of the Court ("AOC") is not the official custodian of any case record and provides only copies of data entered or provided by clerks. Data provided through this service may not reflect pending or post-disposition activity on a case. The AOC does not warrant the accuracy of the data. To verify a record's accuracy, contact the clerk of the court record.

### FLORIDA

Data received from the Manatee County Clerk of Circuit Court is for use in the ordinary course of business. This data is provided for informational purposes only and it is not the official record. For copies of the official record (of an incarceration, conviction or court filing record) contact the source agency or court.

### IDAHO

The information in the Idaho sex offender registry is provided only for the purpose of protecting the public. It is not to be used for the purpose of harassing or intimidating anyone. A person who uses registry information to commit a criminal



act against another person is subject to arrest and prosecution under sections 18-8326 or 18-8413, Idaho Code.

#### **ILLINOIS**

Neither the Circuit Court of Cook County nor the Clerk of the Circuit Courts of Cook County warrants the accuracy, completeness, or currency of this data. This data is not an official record of the Court or the Clerk and may not be represented as an official court record.

#### **INDIANA**

The data or information provided is based on information obtained from Indiana Courts on the date(s) indicated in the Indiana State & Federal Dockets Scope Information screen. It is the user's responsibility to verify the information by personally consulting the official record maintained by the Indiana Court in question. Indiana Office of Judicial Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the release or use of the information.

#### **NORTH CAROLINA**

The official custodian of all official court records for each county in North Carolina is the clerk of superior court of that county. The data provided here is obtained from the North Carolina Administrative Office of the Courts ("NCAOC"), which is not the official custodian of any case records and provides only copies of data entered by the clerks. To verify a record's accuracy, contact the clerk of the court of record. The NCAOC provides no warranties, express or implied, that the information or data is accurate, correct, or complete. The NCAOC shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information or data.

#### **NORTH DAKOTA**

The data or information provided is based on information obtained from the North Dakota district courts as of the last working day of the most recent month. The Court Administrator and the North Dakota Supreme Court:

- A. Do not warrant that the information is accurate or complete except for court purposes;
- B. Make no representations regarding the identity of any persons whose names appear in the records; and
- C. Deny liability for any damages resulting from the release or use of the data or information. The user should verify the information by personally consulting the official record reposing at the district court.

#### **OHIO**

The Ohio Department of Rehabilitation and Correction does not warrant the comprehensiveness, completeness, accuracy or adequacy for any particular use or purpose of the Ohio data and expressly disclaims all warranties express or implied as to any matter whatsoever. The Ohio Department of Rehabilitation and Correction will not be responsible for any loss or damage caused by the use of the Ohio data.

#### **OREGON**

The files containing data from the Oregon Judicial Department are not official records of the court, and you should verify the Oregon data by personally consulting the "official" record reposing at the court of record.

#### **PENNSYLVANIA**

Electronic case record information received from the Commonwealth of Pennsylvania is not an official case record; official case records are maintained by the court in which the record was filed. The data or information provided is based upon information received by the Administrative Office of Pennsylvania Courts ("AOPC"). AOPC makes no representation as to the accuracy, completeness or utility, for any general or specific purpose, of the information provided and as such, assumes no liability for inaccurate or delayed data, errors or omissions. Use this information at your own risk. AOPC makes no representations regarding the identity of any persons whose names appear in the records. Use should verify that the information is accurate and current by personally consulting the official record reposing in the court wherein the record is maintained.

#### **WISCONSIN**

Wisconsin Circuit Courts Access website information is only a snapshot of the information accessible in the Wisconsin Director of State Courts Office Consolidated Court Automation Programs (CCAP) case management system on the date the information is downloaded by West.

#### **CRIMINAL & INFRACTIONS**

*See Supplier Disclaimers: Court Records.*

#### **DIVORCE**

*See Supplier Disclaimers: Court Records.*

#### **DRIVERS LICENSES – All**

Your use of this data may be subject to privacy restrictions imposed by Driver's Privacy Protection Act ("DPPA") and state law. If you access motor vehicle, driver's license, state boat, or similar data, you will be required to acknowledge compliance with the law and to choose among "permissible uses" for the data. West will store information from each search, including the password entered, permissible use indicated, date of search

and search, as required to comply with statutory and contractual requirements.

#### **FUGITIVES**

*See Supplier Disclaimers: Court Records.*

#### **LAWSUITS**

*See Supplier Disclaimers: Court Records.*

#### **MARRIAGES**

*See Supplier Disclaimers: Court Records.*

#### **MOTOR VEHICLES**

Your use of this data may be subject to privacy restrictions imposed by Driver's Privacy Protection Act ("DPPA") and state law. If you access motor vehicle, driver's license, state boat, or similar data, you will be required to acknowledge compliance with the law and to choose among "permissible uses" for the data. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.

#### **OFFICE OF FOREIGN ASSETS CONTROL (OFAC)**

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#### **WARRANT RECORD**

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# CHANGE LOG

DATE	CHANGE
5/12/2015	<ul style="list-style-type: none"> <li>Separated Supplier Terms and Supplier Disclaimers</li> <li>Updated Terms for Experian Credit Header, Dun &amp; Bradstreet, and Real-Time Motor Vehicles Gateway</li> </ul>
8/25/15	Twitter Supplier Terms added
10/14/15	Twitter Terms revised
10/27/15	Choice of Law and Jurisdiction removed from D&B terms
6/27/17	<p><u>Removed:</u></p> <ul style="list-style-type: none"> <li>Twitter Additional Terms</li> <li>Web Analytics – Yahoo Terms</li> </ul> <p><u>Added:</u></p> <ul style="list-style-type: none"> <li>License Plate Recognition data – LEARN Platform Terms of Use</li> <li>License Plate Recognition data – Gateway Usage and Privacy Policy</li> </ul>
6/7/18	<p><u>Revised:</u></p> <ul style="list-style-type: none"> <li>Business Phones</li> <li>Canadian Phones (People)/Canadian Business Phones</li> <li>Fictitious Business Names</li> <li>Household Listings/People Households</li> <li>New Movers</li> <li>Work Affiliations</li> <li>Corporate Records (Michigan)</li> <li>Corporations/Corporate Filings (New York)</li> </ul> <p><u>Added:</u></p> <ul style="list-style-type: none"> <li>Court Records- Indiana</li> <li>Court Records- Wisconsin</li> </ul>



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**WEST IS NOT A CONSUMER REPORTING AGENCY AND NONE OF THE INFORMATION PROVIDED THROUGH THE SERVICE CONSTITUTE A "CONSUMER REPORT" AS SUCH TERM IS DEFINED IN THE FEDERAL FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C.A. SEC 1681 ET SEQ. BY ACCESSING THIS DATA, YOU AGREE THAT YOU WILL NOT UTILIZE THE DATA (I) AS A FACTOR IN ESTABLISHING AN INDIVIDUAL'S ELIGIBILITY FOR CREDIT OR INSURANCE, (II) IN CONNECTION WITH UNDERWRITING INDIVIDUAL INSURANCE, (III) IN EVALUATING AN INDIVIDUAL FOR EMPLOYMENT PURPOSES, (IV) IN CONNECTION WITH A DETERMINATION OF AN INDIVIDUAL'S ELIGIBILITY FOR A LICENSE OR OTHER BENEFIT GRANTED BY A GOVERNMENTAL AUTHORITY, (V) IN CONNECTION WITH ANY PERMISSIBLE PURPOSE (AS DEFINED BY THE FAIR CREDIT REPORTING ACT), OR (VI) IN ANY OTHER MANNER THAT WOULD CAUSE SUCH USE OF THE SERVICE TO BE CONSTRUED AS A CONSUMER REPORT BY ANY AUTHORITY HAVING JURISDICTION OVER ANY OF THE PARTIES. MOREOVER, YOU AGREE NOT TO TAKE ANY ADVERSE ACTION, WHICH IS BASED IN WHOLE OR IN PART ON THE DATA, AGAINST ANY CONSUMER. THE TERMS "ADVERSE ACTION" AND "CONSUMER" SHALL HAVE THE SAME RESPECTIVE MEANING AS THOSE TERMS ARE DEFINED IN THE FCRA.**

**DATA MAY NOT BE USED FOR COMMERCIAL SOLICITATIONS, MARKETING, FUNDRAISING, OR OTHER SIMILAR ACTIVITIES OR RELATED PURPOSES.**

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By accessing the various court records made available to you through the Service, you acknowledge that this data will only be used for a lawful and appropriate use in the ordinary course and scope of your business or profession. The fact that an individual has been arrested, in and of itself, does not indicate that a violation of any law has occurred or that a crime has been committed. This data is provided for informational purposes only and it is not the official record. For copies of the official record (of an incarceration, conviction or court filing record) contact the source agency or court.

## CALIFORNIA

data from the California Sex Offender Registry may only be used to protect a person at risk and may not be used as the basis to take any adverse action against a person, including without limitation, using the data for purposes related to: (a) health insurance, (b) insurance, (c) loans, (d) credit, (e) employment, (f) education, scholarships, or fellowships, (g) housing or accommodations, or (h) benefits, privileges, or services provided by any business establishment.

## CONNECTICUT

### Department of Corrections

This data contains names and information on individuals who are sentenced or currently on pre-trial status and have not been convicted. This information is not to be used for the purposes of criminal background checks.

### Judicial Branch data

Data may not be used to allow, enable or otherwise support the transmission by e-mail, telephone or facsimile of mass,

unsolicited, commercial advertising or solicitations to entities other than its own existing customers.

## MAINE

The Maine Sex Offender Registry data may be used for public safety and community awareness purposes only.

## NEW JERSEY

data from the New Jersey Sex Offender Registry may not be used as the basis to take any adverse action against a person, including without limitation, using the data for purposes related to: (a) health insurance, (b) insurance, (c) loans, (d) credit, (e) education, scholarships, or fellowships, (f) benefits, privileges, or services provided by any business establishment, unless for purposes of public safety, or (g) housing or accommodations.

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**CLEAR Supplier Additional Terms & Disclaimers**

LAST UPDATED: June 7, 2018

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Access Security Requirements below, or other terms within your Agreement will result in temporary or permanent blocks on access to this database or termination of your Agreement. This data cannot be used to prepare, publish, clean or maintain any directory or provide any directory service to the general product. You further agree that you will not provide this data to any person or entity for resale. By accessing this data you acknowledge and agree that you are the end user of the data and that you do not intend to resell or otherwise provide or transfer it, in whole or in part, to another person or entity.

#### EXPERIAN ACCESS SECURITY AGREEMENT

The following information security measures are designed to provide guidance to you in relation to preventing unauthorized access to consumer information that you receive through the West Services. The information provided below is considered the minimum baseline for information security. It is your responsibility to implement appropriate controls to protect the privacy and information of consumers. Capitalized terms used herein have the meaning given in the Glossary attached hereto.

In accessing Experian's services, you agree to follow these security requirements:

##### 1. Implement Strong Access Control Measures

- 1.1 Each User should have a separate, unique user ID logon password. PASSWORD SHARING IS STRICTLY PROHIBITED
- 1.2 Ensure that user IDs are not shared, either internally or externally. PASSWORD SHARING IS STRICTLY PROHIBITED AND IS GROUNDS FOR SUSPENSION OR TERMINATION OF YOUR ACCESS.
- 1.3 Ensure that no Peer-to-Peer file sharing is enabled on those users' profiles.
- 1.4 Keep user passwords Confidential.
- 1.5 Develop strong passwords that are:
  - Not easily guessable (i.e. password should NOT contain your name or company name, repeating numbers and letters or consecutive numbers and letters)
  - Contain a minimum of seven (7) alpha/numeric characters for standard user accounts
- 1.6 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
- 1.7 Restrict the number of key personnel who have access to consumer information.
- 1.8 Ensure that personnel who are authorized access to consumer information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of your membership application.



- 1.9 Ensure that you and your employees do not access your own consumer information or those reports of any family member(s) or friend(s) unless it is in connection with a valid business transaction or for another permissible purpose.
  - 1.10 Implement a process to terminate access rights immediately for users that are terminated or when they have a change in their job tasks and no longer require access to consumer information.
  - 1.11 After normal business hours, turn off and lock all devices or systems used to obtain consumer information.
  - 1.12 Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain consumer information.
2. Maintain a Vulnerability Management Program
    - 2.1 Keep operating system(s), Firewalls, Routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates.
    - 2.2 Configure infrastructures such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including these practices may include disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
    - 2.3 Implement and follow current best security practices for Computer Virus detection scanning services and procedures:
      - Use, implement and maintain a current, commercially available Computer Virus detection/scanning product on all computers, systems and networks.
      - If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.
      - On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.
    - 2.4 Implement and follow current best security practices for computer anti-Spyware scanning services and procedures:
      - Use, implement and maintain a current, commercially available computer anti- Spyware scanning product on all computers, systems and networks.
      - If you suspect actual or potential Spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
      - Run a secondary anti-Spyware scan upon completion of the first scan to ensure all Spyware has been removed from your computers.
      - Keep anti-Spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti- Spyware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti- Spyware scans be completed more frequently than weekly.
  3. Protect data
    - 3.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)
    - 3.2 All Experian data is classified as Confidential and must be secured to this requirement at a minimum.
    - 3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
  4. Maintain an Information Security Policy
    - 4.1 Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.
    - 4.2 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.
    - 4.3 The FACTA Disposal Rules requires that you implement appropriate measures to dispose of sensitive consumer information to protect against unauthorized access or use of that information.
    - 4.4 Implement and maintain security training and awareness sessions for all staff to underscore the importance of security within your organization

#### EXPERIAN GATEWAY

The data contained in this database and its use may be regulated by laws that restrict the use of such information, including but not limited to the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq. ("GLBA"), various federal and state laws, regulations, and rules as well as your subscription agreement with West. By accessing this database, you represent and warrant that information regulated by GLBA and other legal authorities will only be used for the use you select in the drop

down menu. If you do not have a permissible use, you agree that you will select "no permissible use" from the drop down menu. The information in this database may not be used for any purposes related to direct marketing.

By accessing this data you acknowledge and agree that you are the end user of the data and that you do not intend to resell or otherwise provide or transfer it, in whole or in part, to another person or entity.

#### FICTITIOUS BUSINESS NAMES

**This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.**

#### FUGITIVES

*See Supplier Additional Terms: Court Records.*

#### GOOGLE MAPS

You understand and agree that your use of any Google mapping functionality will at all time comply with Google's Terms of Service ([http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html)) and all applicable Google legal notices ([http://maps.google.com/help/legalnotices\\_maps.html](http://maps.google.com/help/legalnotices_maps.html)).

#### HOUSEHOLD LISTINGS/PEOPLE HOUSEHOLDS

**This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.**

#### LAWSUITS

*See Supplier Additional Terms: Court Records.*

#### LICENSE PLATE RECOGNITION DATA – LEARN PLATFORM TERMS OF USE

If authorized, you agree that access and use of the LEARN platform and any data contained therein is governed by and will at all time comply with the Vigilant Terms of Use ([http://learn-nvls.com/learn/LEARN\\_Hosted\\_Server\\_User\\_Agreement.pdf](http://learn-nvls.com/learn/LEARN_Hosted_Server_User_Agreement.pdf)).

#### LICENSE PLATE RECOGNITION ("LPR") DATA – GATEWAY USAGE AND PRIVACY POLICY

By accessing the LPR data, you agree that your use of the data will at all times comply with CA Civil Code §§1798.90.5-1798.90.55.

Use of LPR data. Access to LPR data via the gateway in CLEAR is limited to subscribers that have a legitimate law enforcement or investigative purpose and a permissible use under the U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) ("DPPA").

CLEAR Supplier Additional Terms & Disclaimers

LAST UPDATED: June 7, 2018

Users and Training. Employees and subcontractors of Thomson Reuters are authorized to access and use the LPR data to demonstrate the system to actual and potential subscribers, to provide customer support, and to maintain the LPR data and CLEAR. Subscribers are authorized to access the LPR data in accordance with this policy. Subscribers are required to maintain the confidentiality of the LPR data and to train all end users on its confidentiality and permissible use obligations.

Monitoring and Compliance. LPR data in West's systems is monitored in accordance with West's standard procedures to ensure the security of the LPR data and compliance with applicable laws, rules and regulations. Furthermore, we maintain usage logs in accordance with DPPA requirements.

Sales, Sharing or Transfer of LPR data. We authorize access to the LPR data in accordance with this policy. All subscribers are required to have entered into a definitive agreement with us prior to accessing the LPR data.

Custodian/Owner of the LPR System; Accuracy; data Retention. Vigilant Solutions, Inc. is the custodian and owner of the LPR system that is accessible via CLEAR. Please see Vigilant's Usage and Privacy Policy (<https://www.vigilantsolutions.com/lpr-usage-and-privacy-policy/>) for information on data accuracy and retention.

The terms contained in this Supplier Additional Terms document is implemented and maintained by the public records compliance team of the legal business unit of Thomson Reuters. Please see the Public Records Privacy Statement (<http://legalsolutions.thomsonreuters.com/law-products/about/legal-notices/privacy/records>) for more information on the availability and accuracy of the LPR data and the process to contact the public records compliance team.

#### MARRIAGES

*See Supplier Additional Terms: Court Records.*

#### NEW MOVERS

**This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.**

#### REAL PROPERTY

This data may not be used for any direct marketing or solicitation purpose. By accessing this data you acknowledge and agree that you will not infringe on any consumers' rights of privacy and will, at all times, adhere to fair information practices. You are expressly prohibited from using any element or component of the real property data to create, replace, supplement or enhance any title, legal, vesting, ownership or



encumbrance report. You further agree that you may not use the data, coupled with alternative insurance approaches or products without first obtaining written permission.

#### **REAL-TIME MOTOR VEHICLES GATEWAY**

Your use of this data may be subject to privacy restrictions imposed by Driver's Privacy Protection Act ("DPPA") and state law. If you access motor vehicle, driver's license, state boat, or similar data, you will be required to acknowledge compliance with the law and to choose among "permissible uses" for the data. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.

Furthermore, you agree to comply with the following:

1. Access to Motor Vehicle data: The Driver's Privacy Protection Act ('DPPA') as well as state law restricts the use of motor vehicle data to certain "permissible uses." subscribers who access motor vehicle data shall require its End Users to acknowledge compliance with these laws and only permit them to access motor vehicle information for the specific DPPA permissible purposes. You represent and warrant that motor vehicle information will not be accessed without an approved DPPA permissible purpose for each access, that motor vehicle information shall be used only for such permissible purpose, and that you are the end user of the information. You shall employ commercially reasonable procedures to track and monitor End User access to and use of motor vehicle data and investigate any allegations of misuse of the motor vehicle data in full cooperation with West and/or its provider of this motor vehicle information, or at the request of a state. You acknowledge that in addition to other remedies of West and/or its provider any non-compliance by you with the above provision shall result in West revoking your access to and use of motor vehicle information. You acknowledge that motor vehicle data is licensed to you for your internal use only and may not be reproduced, or disclosed to anyone else unless permitted by law. Motor vehicle data shall not be appended to any other data or file except in the context of a report prepared for and consistent with the approved DPPA permissible purpose for which the motor vehicle data was accessed. You acknowledge that all right, title and interest in and to the motor vehicle data is retained by West and/or its provider, and you shall not commit or permit any act or omission that would impair such rights.

2. Warranty: The motor vehicle data shall be as current, accurate and complete as may be achieved using the source data and compilation and data processing methods customarily employed by West and its provider in the ordinary course of business, but is not warranted as being error free. Neither West nor its provider attempt to independently verify the completeness, accuracy or authenticity of this data. Accordingly, the data is provided on an 'as is' 'as available' basis.

**CLEAR Supplier Additional Terms & Disclaimers**

LAST UPDATED: June 7, 2018

Any use or reliance upon the data by you shall be at your own risk. THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. Limitation of Liability: IN NO EVENT SHALL WEST NOR ITS PROVIDER, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST INCOME OR LOST REVENUE WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY.

4. Subscriber is responsible for all damages due to the misuse of this data by subscriber or any other party receiving such Regulated data from or through subscriber.

#### **SEX OFFENDER**

*See Supplier Additional Terms: Court Records.*

#### **TRAFFIC CITATIONS**

*See Supplier Additional Terms: Court Records.*

#### **TRANSUNION GATEWAY**

The data contained in this database and its use may be regulated by laws that restrict the use of such information, including but not limited to the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq. ("GLBA"), various federal and state laws, regulations, and rules as well as your subscription agreement with West. By accessing this database, you represent and warrant that information regulated by GLBA and other legal authorities will only be used for the use you select in the drop down menu. If you do not have a permissible use, you agree that you will select "no permissible use" from the drop down menu. The information in this database may not be used for any purposes related to direct marketing. By accessing this data you acknowledge and agree that you are the end user of the data and that you do not intend to resell or otherwise provide or transfer it, in whole or in part, to another person or entity.

By accessing this data, you shall use information obtained from each individual request for data only one time and shall hold this data in the strictest confidence. You shall not disassemble, decompile, or in any way reverse engineer this data. You shall use this data: (1) solely for your certified permitted use and shall not request, obtain or use this data for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing this data to any other party, whether alone, in conjunction with your own data, or otherwise in any service which is derived from the data; and (2) subject to your subscription agreement. data shall be requested by, and disclosed only to your designated and authorized End Users having a need to know and only to the extent necessary to enable you to use the data in accordance with your subscription agreement. You shall ensure that such designated and authorized End User shall not attempt to

obtain any data on themselves, associates, or any other person except in the exercise of their official duties. With just cause, such as violation of the terms of subscription agreement or a legal requirement, or a material change in existing legal requirements that adversely affects the your agreement, West may, upon its election, discontinue serving the data. You understand and agree that you may not use any data for any marketing purposes without prior written consent.

#### UNCLAIMED ASSETS

*See Supplier Additional Terms: Court Records.*

#### UTILITY RECORDS

The information in this database may not be used for any purposes related to direct marketing. Further, this data may not be used to create or enhance telemarketing calling lists or direct mailing lists or similar.

#### VEHICLE & TRAFFIC

*See Supplier Additional Terms: Court Records.*

#### VEHICLE REGISTRATIONS

This data may not be used for such direct marketing activities as direct mail and telemarketing. Furthermore, this data cannot be used (1) by any law enforcement agency for traffic violation applications, (2) any toll road application, (3) in any automated system which detects traffic violations or identifies traffic violators or the vehicles involved, (4) for providing motor vehicle history reports, or (5) for providing motor vehicle statistical reports except in matters of litigation or associated investigations. This data cannot be used for any of the following services, or in connection with: motor vehicle manufacturers; matters of motor vehicle warranty, product alterations, recalls, advisories, customer surveys or research or performance monitoring of motor vehicles or dealers, law enforcement for traffic violation applications; toll road applications; any automated system that detects traffic violations or identifies traffic violators or the vehicles involved; for providing motor vehicle history reports; for providing motor vehicle statistical reports except in matters of litigation or associated investigations.

#### VOTER REGISTRATIONS

Voter registration data may not be used as the basis for commercial or charitable solicitation of any kind. This includes the mailing or delivering any advertisement of offer for any property, establishment, organization, product or service or for the purpose of mailing or delivering any solicitation for money, services, or anything of value. By accessing this data you acknowledge that access to certain data available through the Service, including voter registration data is regulated by state or federal laws. You agree not to access such data for any purpose that is not allowed by any applicable state or federal laws or regulations, or that is contrary to your subscription

**CLEAR Supplier Additional Terms & Disclaimers**

LAST UPDATED: June 7, 2018

agreement. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.

Voter data from Kansas may only be used for political campaign or election purposes.

#### WARRANT RECORD

*See Supplier Additional Terms: Court Records.*

#### WORK AFFILIATIONS

**This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.**



# SUPPLIER DISCLAIMERS

## ARRESTS/ARREST RECORDS

See *Supplier Disclaimers: Court Records*.

## CORPORATIONS/CORPORATE FILINGS – California

THIS CALIFORNIA SECRETARY OF STATE DATA IS FOR INFORMATIONAL PURPOSES ONLY. CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE SACRAMENTO OFFICE OF THE CALIFORNIA SECRETARY OF STATE.

This data is provided for research purposes only and it is not the official record. Certified copies can only be obtained from the official source. West makes every effort to provide you with the most current data, however, information reported in this data may have been paid, terminated, vacated or released prior to today's date.

## CORPORATE RECORDS – Michigan

THIS DATA IS FOR INFORMATION PURPOSES ONLY. CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS, CSCB, CORPORATION DIVISION.

## CORPORATIONS/CORPORATE FILINGS – New York

To the extent that any of the information, material or data obtained from West Publishing Corporation ("West") is derived from the New York State, Department of State, Division of Corporations and state records:

- (1) Any such information, material or data is not an official record of the Department of State or of the State of New York;
- (2) West Publishing Corporation, hereby represents and acknowledges that it is not an employee or agent, for any matter whatsoever, of the Department of State or the State of New York;
- (3) West Publishing Corporation, the Department and the State of New York make no warranties, guarantees or representations of any kind, whether express or implied, or arising by custom or trade usage as to any matter whatsoever, without limitation, and specifically make no implied warranty of merchantability, fitness for any particular purpose or use, including but not limited to adequacy, accuracy, correctness, completeness, currentness, reliability or conformity to any representation, description, sample or model; and
- (4) Neither West Publishing Corporation, the Department, the State of New York nor its officers or employees shall be responsible for any loss or damage caused by the use of the information, material or data.

## COURT RECORDS

By accessing the various court records made available to you through the Service, you acknowledge that this data will only be used for a lawful and appropriate use in the ordinary course and scope of your business or profession. The fact that an individual has been arrested, in and of itself, does not indicate that a violation of any law has occurred or that a crime has been committed. This data is provided for informational purposes only and it is not the official record. For copies of the official record (of an incarceration, conviction or court filing record) contact the source agency or court.

### ARIZONA

*Maricopa County Justice Courts*  
*Maricopa County Superior Court*  
*Arizona Supreme Court*

The above listed Courts in Arizona do not provide any warranties, express or implied that the data provided is accurate, current, correct, or complete, nor do they make any representations regarding the identity of any persons whose names appear in the data. It is expressly understood that it is the responsibility of users to verify the data by personally comparing it with the official court records.

### ARKANSAS

The official custodian of all official court records for each court in Arkansas is the clerk of the court. The Arkansas Administrative Office of the Court ("AOC") is not the official custodian of any case record and provides only copies of data entered or provided by clerks. Data provided through this service may not reflect pending or post-disposition activity on a case. The AOC does not warrant the accuracy of the data. To verify a record's accuracy, contact the clerk of the court record.

### FLORIDA

Data received from the Manatee County Clerk of Circuit Court is for use in the ordinary course of business. This data is provided for informational purposes only and it is not the official record. For copies of the official record (of an incarceration, conviction or court filing record) contact the source agency or court.

### IDAHO

The information in the Idaho sex offender registry is provided only for the purpose of protecting the public. It is not to be used for the purpose of harassing or intimidating anyone. A person who uses registry information to commit a criminal



act against another person is subject to arrest and prosecution under sections 18-8326 or 18-8413, Idaho Code.

## **ILLINOIS**

Neither the Circuit Court of Cook County nor the Clerk of the Circuit Courts of Cook County warrants the accuracy, completeness, or currency of this data. This data is not an official record of the Court or the Clerk and may not be represented as an official court record.

## **INDIANA**

The data or information provided is based on information obtained from Indiana Courts on the date(s) indicated in the Indiana State & Federal Dockets Scope Information screen. It is the user's responsibility to verify the information by personally consulting the official record maintained by the Indiana Court in question. Indiana Office of Judicial Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the release or use of the information.

## **NORTH CAROLINA**

The official custodian of all official court records for each county in North Carolina is the clerk of superior court of that county. The data provided here is obtained from the North Carolina Administrative Office of the Courts ("NCAOC"), which is not the official custodian of any case records and provides only copies of data entered by the clerks. To verify a record's accuracy, contact the clerk of the court of record. The NCAOC provides no warranties, express or implied, that the information or data is accurate, correct, or complete. The NCAOC shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information or data.

## **NORTH DAKOTA**

The data or information provided is based on information obtained from the North Dakota district courts as of the last working day of the most recent month. The Court Administrator and the North Dakota Supreme Court:

- A. Do not warrant that the information is accurate or complete except for court purposes;
- B. Make no representations regarding the identity of any persons whose names appear in the records; and
- C. Deny liability for any damages resulting from the release or use of the data or information. The user should verify the information by personally consulting the official record reposing at the district court.

## **OHIO**

The Ohio Department of Rehabilitation and Correction does not warrant the comprehensiveness, completeness, accuracy or adequacy for any particular use or purpose of the Ohio data and expressly disclaims all warranties express or implied as to any matter whatsoever. The Ohio Department of Rehabilitation and Correction will not be responsible for any loss or damage caused by the use of the Ohio data.

## **OREGON**

The files containing data from the Oregon Judicial Department are not official records of the court, and you should verify the Oregon data by personally consulting the "official" record reposing at the court of record.

## **PENNSYLVANIA**

Electronic case record information received from the Commonwealth of Pennsylvania is not an official case record; official case records are maintained by the court in which the record was filed. The data or information provided is based upon information received by the Administrative Office of Pennsylvania Courts ("AOPC"). AOPC makes no representation as to the accuracy, completeness or utility, for any general or specific purpose, of the information provided and as such, assumes no liability for inaccurate or delayed data, errors or omissions. Use this information at your own risk. AOPC makes no representations regarding the identity of any persons whose names appear in the records. Use should verify that the information is accurate and current by personally consulting the official record reposing in the court wherein the record is maintained.

## **WISCONSIN**

Wisconsin Circuit Courts Access website information is only a snapshot of the information accessible in the Wisconsin Director of State Courts Office Consolidated Court Automation Programs (CCAP) case management system on the date the information is downloaded by West.

## **CRIMINAL & INFRACTIONS**

*See Supplier Disclaimers: Court Records.*

## **DIVORCE**

*See Supplier Disclaimers: Court Records.*

## **DRIVERS LICENSES – All**

Your use of this data may be subject to privacy restrictions imposed by Driver's Privacy Protection Act ("DPPA") and state law. If you access motor vehicle, driver's license, state boat, or similar data, you will be required to acknowledge compliance with the law and to choose among "permissible uses" for the data. West will store information from each search, including the password entered, permissible use indicated, date of search



and search, as required to comply with statutory and contractual requirements.

#### **FUGITIVES**

*See Supplier Disclaimers: Court Records.*

#### **LAWSUITS**

*See Supplier Disclaimers: Court Records.*

#### **MARRIAGES**

*See Supplier Disclaimers: Court Records.*

#### **MOTOR VEHICLES**

Your use of this data may be subject to privacy restrictions imposed by Driver's Privacy Protection Act ("DPPA") and state law. If you access motor vehicle, driver's license, state boat, or similar data, you will be required to acknowledge compliance with the law and to choose among "permissible uses" for the data. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.

#### **OFFICE OF FOREIGN ASSETS CONTROL (OFAC)**

The sanctions lists provided by the U.S. Department of the Treasury's Office of the Foreign Assets Control are one tool offered to assist users in utilizing the SDN List and/or the various non-SDN lists; use of Sanctions List Search is not a substitute for undertaking appropriate due diligence. The Department of the Treasury does not endorse any commercial product, service, process, or enterprise. The Department of the Treasury assumes no responsibility for the content or operation of the Service.

Users are advised to check the Federal Register and this electronic publication routinely for additional names or other changes to the listings. Entities and individuals on the list are occasionally licensed by OFAC to transact business with U.S. persons in anticipation of removal from the list or because of foreign policy considerations in unique circumstances. Licensing in anticipation of official Federal Register publication of a notice of removal based on the unblocking of an entity's or individual's property is reflected in this publication by removal from the list

#### **PEOPLE HISTORICAL**

The information contained in this database and its use is regulated by laws that restrict the use of such information, including but not limited to the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq. ("GLBA"), various federal and state laws, regulations, and rules as well as your subscription agreement with West. By accessing this database, you represent and warrant that information regulated by GLBA and other legal authorities will only be used for the use you select in the drop

down menu. If you do not have a permissible use, you agree that you will select "no permissible use" from the GLBA drop down menu. The information in this database may not be used for any purposes related to direct marketing.

#### **SEX OFFENDER**

*See Supplier Disclaimers: Court Records.*

#### **STATE DEATH RECORD**

This data is provided for research purposes only and it is not the official record. Certified copies can only be obtained from the official source.

#### **STOCK/SIGNIFICANT SHAREHOLDERS**

Use, duplication, or sale of any data contained in this database, except as described in your subscription agreement, is strictly prohibited. This database is not the official legal reporting organ of the Securities and Exchange Commission. This data is protected by copyright and is subject to the terms of usage contained in your subscription agreement. The data is provided for your internal use and may not be duplicated or redistributed in hard copy, machine-readable, or any other form without written authorization. Neither West nor its 3rd party contributors make any representation or warranty, expressed or implied, as to the timeliness, accuracy or completeness of the data provided, including warranties of merchantability or fitness for a particular purpose. Electronic conversion and transmission of textual and numeric data may cause errors and/or omissions in the data provided. Furthermore, the data may not be up-to-date due to a delay between the preparation of data and its inclusion on the Service. For these reasons, the data contained on the Service is provided for research purposes only and not for investment or any other purposes. Neither Thomson Reuters nor any of its affiliates or subsidiaries are in the business of providing investment advice and shall have no liability whatsoever for any investment decision or the results of any investment made by you.

#### **TRAFFIC CITATIONS**

*See Supplier Disclaimers: Court Records.*

#### **UNCLAIMED ASSETS (UNCLAIMED-ALL; UNCLAIMED-XX)**

*See Supplier Disclaimers: Court Records.*

#### **UTILITY RECORDS (UTILITY-ALL; UTILITY-XX)**

The data contained in this database and its use may be regulated by laws that restrict the use of such information, including but not limited to the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq. ("GLBA"), various federal and state laws, regulations, and rules as well as your subscription agreement with West. By accessing this database, you represent and warrant that information regulated by GLBA and other legal authorities will only be used for the use you select in the drop

down menu. If you do not have a permissible use, you agree that you will select "no permissible use" from the drop down menu.

#### **VEHICLE & TRAFFIC**

*See Supplier Disclaimers: Court Records.*

#### **WARRANT RECORD**

*See Supplier Disclaimers: Court Records.*

#### **WATERCRAFT (State data)**

Your use of this data may be subject to privacy restrictions imposed by Driver's Privacy Protection Act ("DPPA") and state law. If you access motor vehicle, driver's license, state boat, or similar data, you will be required to acknowledge compliance with the law and to choose among "permissible uses" for the data. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.

#### **WORLD-CHECK® RISK INTELLIGENCE (WATCHLIST)**

Category Legal Notice: Category is based on information contained in the sources provided.

Reported Link Legal Notice: Where an individual or entity is listed as being "Reported to be linked to" other profiles, the nature of the links vary considerably and users should not draw negative inferences merely from that association.

This data, including all related files, print outs, copies and derivatives, may only be used in relation to or arising out of 'Know-Your-Customer' and anti-money laundering regulations or similar statutory or professional requirements applicable to you or your representation of a third party. These statutory or professional requirements must allow for or require the screening of individuals and entities for the prevention or detection of any unlawful act or the discharge of a function designed for protecting members of the public against serious improper conduct or mismanagement, both of which must be in the substantial public interest.

The Provider is neither responsible for the information correlated in this Service nor the content of external internet sites. You shall not rely upon this data without making independent checks to verify the information contained therein. You acknowledge that you do not intend users to draw any negative inferences about individuals or entities identified in the Licensed Materials and shall not draw such inferences merely because persons are shown as being linked to others profiled or identified in this data. Where an individual or entity is listed as being "Reported to be linked to" other profiles, the nature of the links vary considerably and users should not draw negative inferences merely from that association. Provider makes no warranty or representation about and disclaims all liability for the accuracy, completeness, currency or lawfulness of any information originating from external Internet sites, press and public sources. Information correlated is necessarily brief and should be read in the context of the fuller details available in the external sources provided. You should also carry out independent checks in order to verify the information correlated.



# CHANGE LOG

DATE	CHANGE
5/12/2015	<ul style="list-style-type: none"> <li>Separated Supplier Terms and Supplier Disclaimers</li> <li>Updated Terms for Experian Credit Header, Dun &amp; Bradstreet, and Real-Time Motor Vehicles Gateway</li> </ul>
8/25/15	Twitter Supplier Terms added
10/14/15	Twitter Terms revised
10/27/15	Choice of Law and Jurisdiction removed from D&B terms
6/27/17	<p><u>Removed:</u></p> <ul style="list-style-type: none"> <li>Twitter Additional Terms</li> <li>Web Analytics – Yahoo Terms</li> </ul> <p><u>Added:</u></p> <ul style="list-style-type: none"> <li>License Plate Recognition data – LEARN Platform Terms of Use</li> <li>License Plate Recognition data – Gateway Usage and Privacy Policy</li> </ul>
6/7/18	<p><u>Revised:</u></p> <ul style="list-style-type: none"> <li>Business Phones</li> <li>Canadian Phones (People)/Canadian Business Phones</li> <li>Fictitious Business Names</li> <li>Household Listings/People Households</li> <li>New Movers</li> <li>Work Affiliations</li> <li>Corporate Records (Michigan)</li> <li>Corporations/Corporate Filings (New York)</li> </ul> <p><u>Added:</u></p> <ul style="list-style-type: none"> <li>Court Records- Indiana</li> <li>Court Records- Wisconsin</li> </ul>

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# ALL DATABASES

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The data was not necessarily prepared or compiled by persons licensed to practice law in a particular jurisdiction. West is not engaged in rendering legal or other professional advice, and data you obtain through the Service is not a substitute for the advice of an attorney. If you require legal or other expert advice, you should seek the services of a competent attorney or other professional.

As used herein, these capitalized terms shall be defined as follows:

**"End User"** means an employee, subcontractor, or agent of subscriber that is authorized to use the Service within the scope of the Agreement.

**"Provider"** means a Supplier, Contributor, or other third party entity or individual that licenses or otherwise supplies data to West.

**"You" or "Your"** means the client, customer or subscriber identified in the Agreement.

**"Service"** means the particular products, software, services, and data that West makes available for use by End Users.

Any other capitalized term used in these Additional Terms but not otherwise defined will have the meaning assigned to it in your Agreement.

**WEST IS NOT A CONSUMER REPORTING AGENCY AND NONE OF THE INFORMATION PROVIDED THROUGH THE SERVICE CONSTITUTE A "CONSUMER REPORT" AS SUCH TERM IS DEFINED IN THE FEDERAL FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C.A. SEC 1681 ET SEQ. BY ACCESSING THIS DATA, YOU AGREE THAT YOU WILL NOT UTILIZE THE DATA (I) AS A FACTOR IN ESTABLISHING AN INDIVIDUAL'S ELIGIBILITY FOR CREDIT OR INSURANCE, (II) IN CONNECTION WITH UNDERWRITING INDIVIDUAL INSURANCE, (III) IN EVALUATING AN INDIVIDUAL FOR EMPLOYMENT PURPOSES, (IV) IN CONNECTION WITH A DETERMINATION OF AN INDIVIDUAL'S ELIGIBILITY FOR A LICENSE OR OTHER BENEFIT GRANTED BY A GOVERNMENTAL AUTHORITY, (V) IN CONNECTION WITH ANY PERMISSIBLE PURPOSE (AS DEFINED BY THE FAIR CREDIT REPORTING ACT), OR (VI) IN ANY OTHER MANNER THAT WOULD CAUSE SUCH USE OF THE SERVICE TO BE CONSTRUED AS A CONSUMER REPORT BY ANY AUTHORITY HAVING JURISDICTION OVER ANY OF THE PARTIES. MOREOVER, YOU AGREE NOT TO TAKE ANY ADVERSE ACTION, WHICH IS BASED IN WHOLE OR IN PART ON THE DATA, AGAINST ANY CONSUMER. THE TERMS "ADVERSE ACTION" AND "CONSUMER" SHALL HAVE THE SAME RESPECTIVE MEANING AS THOSE TERMS ARE DEFINED IN THE FCRA.**

**DATA MAY NOT BE USED FOR COMMERCIAL SOLICITATIONS, MARKETING, FUNDRAISING, OR OTHER SIMILAR ACTIVITIES OR RELATED PURPOSES.**



# SUPPLIER ADDITIONAL TERMS

## ARREST/ARREST RECORDS

See Supplier Additional Terms: Court Records.

## BANKRUPTCY

This data cannot be used to compile, verify or supplement any mailing lists, geographic or trade directories, business or consumer directories, or other compilation.

## BUSINESS PHONES

This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.

## CANADIAN PHONES/CANADIAN BUSINESS PHONES

This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.

## COURT RECORDS

By accessing the various court records made available to you through the Service, you acknowledge that this data will only be used for a lawful and appropriate use in the ordinary course and scope of your business or profession. The fact that an individual has been arrested, in and of itself, does not indicate that a violation of any law has occurred or that a crime has been committed. This data is provided for informational purposes only and it is not the official record. For copies of the official record (of an incarceration, conviction or court filing record) contact the source agency or court.

## CALIFORNIA

data from the California Sex Offender Registry may only be used to protect a person at risk and may not be used as the basis to take any adverse action against a person, including without limitation, using the data for purposes related to: (a) health insurance, (b) insurance, (c) loans, (d) credit, (e) employment, (f) education, scholarships, or fellowships, (g) housing or accommodations, or (h) benefits, privileges, or services provided by any business establishment.

## CONNECTICUT

### Department of Corrections

This data contains names and information on individuals who are sentenced or currently on pre-trial status and have not been convicted. This information is not to be used for the purposes of criminal background checks.

### Judicial Branch data

Data may not be used to allow, enable or otherwise support the transmission by e-mail, telephone or facsimile of mass,

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unsolicited, commercial advertising or solicitations to entities other than its own existing customers.

## MAINE

The Maine Sex Offender Registry data may be used for public safety and community awareness purposes only.

## NEW JERSEY

data from the New Jersey Sex Offender Registry may not be used as the basis to take any adverse action against a person, including without limitation, using the data for purposes related to: (a) health insurance, (b) insurance, (c) loans, (d) credit, (e) education, scholarships, or fellowships, (f) benefits, privileges, or services provided by any business establishment, unless for purposes of public safety, or (g) housing or accommodations.

## NEW MEXICO

New Mexico data may not be used for solicitation or fund-raising purposes.

## NEW YORK

New York data may not be used for solicitation or fund-raising purposes.

## SOUTH CAROLINA

South Carolina data may not be used for solicitation or fund-raising purposes.

## WASHINGTON

The data provided is based on information obtained from the courts as of the period of time covered by the most current update. The Administrative Office of the Courts and the Washington Courts ("AOC"): 1) do not warrant that the information is accurate or complete except for court purposes; 2) make no representations regarding the identity of any persons whose names appear in the Index; and 3) deny liability for any damages resulting from the release or use of the data. To verify the information, the user should personally consult the "official" record reposing at the court of record. In addition to the terms of your subscription agreement and without in any way limiting your subscription agreement, you acknowledge and agree that:

DISCLAIMER OF WARRANTIES: THE AOC PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT. THE AOC PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, THAT THE INFORMATION OR DATA PROVIDED IS ACCURATE, CURRENT,

CORRECT, OR COMPLETE. IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES THAT IT IS YOUR RESPONSIBILITY TO VERIFY INFORMATION OR DATA OBTAINED UNDER THIS AGREEMENT WITH OFFICIAL COURT INFORMATION REPOSING AT THE COURT OF RECORD.

LIMITATION OF LIABILITY: YOU ACKNOWLEDGES AND ACCEPTS THAT ALL INFORMATION AND DATA PROVIDED UNDER THIS AGREEMENT IS PROVIDED ON AN AS IS BASIS AND THAT THE INFORMATION AND DATA MAY BE SUBJECT TO ERROR OR OMISSION AND THEREFORE AGREES THAT THE AOC SHALL NOT BE RESPONSIBLE NOR LIABLE IN ANY WAY WHATSOEVER FOR THE VALIDITY OF ANY DATA PROVIDED OR FOR THE USE OF THE INFORMATION AND DATA PROVIDED. SPECIFICALLY:

- (A) THE AOC SHALL NOT BE LIABLE FOR ANY DEMAND OR CLAIM, REGARDLESS OF FORM OF ACTION, FOR ANY DAMAGES RESULTING FROM THE USE OF ANY INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT.
- (B) THE AOC SHALL NOT BE LIABLE FOR ANY DEMAND OR CLAIM, REGARDLESS OF FORM OF ACTION, FOR ANY DAMAGES ARISING FROM INCORRECT OR INCOMPLETE INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT.
- (C) THE AOC SHALL NOT BE LIABLE FOR ANY LOSS, INCLUDING REVENUE, PROFITS, TIME, GOODWILL, COMPUTER TIME, DESTRUCTION, DAMAGE, OR LOSS OF DATA, OR ANY OTHER INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGE WHICH MAY ARISE FROM THE USE, OPERATION, OR MODIFICATION OF DATA PROVIDED UNDER THIS AGREEMENT.

#### CRIMINAL & INFRACTIONS

*See Supplier Additional Terms: Court Records.*

#### DIVORCE

*See Supplier Additional Terms: Court Records.*

#### DOCKETS/DOCKET RECORDS

*See Supplier Additional Terms: Court Records.*

#### DRIVER LICENSES – Texas

This data may not be used to engage in any method, act, or practice which is unfair or deceptive, nor may it be used for marketing or solicitations, or surveys not authorized by law.

#### DUN & BRADSTREET

1. All information that Dun & Bradstreet, Inc. ('D&B') furnishes to you ('Information') will be used by you solely as one factor in your credit, insurance, marketing or other business decisions and will not be used to determine an individual's eligibility for credit or insurance to be used primarily for personal, family or household purposes or to

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determine an individual's eligibility for employment. You also agree that the Information will not be used to engage in unfair or deceptive practices.

2. You agree that the Information is licensed for your internal use only and you agree that it will not be reproduced, revealed or made available to anyone else. Notwithstanding the above, you may make limited excerpts of Information available to any of your clients only and where the provision of such Information is (i) incidental to the services that you provide to your client and (ii) such provision of Information is an amount which would not cause the Information so used or disclosed to be susceptible to use substantially as an original source of or as a substitute for the Information being licensed hereunder. You agree that you are solely responsible for any claim or cause of action arising out of or relating to use of the Information by you or any individuals or entities to whom the Information was shared.

3. You understand that you are the beneficiary of a contract between D&B and West and that, under that contract, both D&B and West have reserved certain rights that may result in the termination of your right to receive Information from D&B. In addition, D&B may terminate this Agreement at any time if you breach any of its terms.

4. YOU ACKNOWLEDGE THAT NEITHER D&B NOR WEST WARRANTS OR GUARANTEES THE TIMELINESS, CURRENTNESS, ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION. YOU ALSO ACKNOWLEDGE THAT EVERY BUSINESS DECISION INVOLVES THE ASSUMPTION OF A RISK AND THAT NEITHER D&B NOR WEST, IN FURNISHING THE INFORMATION TO YOU, DOES OR WILL UNDERWRITE THAT RISK, IN ANY MANNER WHATSOEVER. YOU THEREFORE AGREE THAT NEITHER D&B NOR WEST WILL BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED IN WHOLE OR IN PART BY D&B'S OR WEST'S NEGLIGENCE IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE INFORMATION.

5. YOU AGREE THAT NEITHER D&B NOR WEST WILL BE LIABLE FOR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THEIR POSSIBILITY. YOU ALSO AGREE THAT D&B'S AND WEST'S LIABILITY FOR ANY AND ALL LOSSES, DAMAGES OR INJURIES THAT YOU SUFFER OR INCUR ARISING OUT OF ANY ACTS OR OMISSIONS OF D&B OR WEST IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED HEREUNDER. REGARDLESS OF THE CAUSE OF THE LOSS, DAMAGE OR INJURY AND REGARDLESS OF THE NATURE OF THE LEGAL RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED \$10,000 AND YOU COVENANT AND PROMISE THAT YOU WILL NOT SUE D&B OR WEST FOR A GREATER AMOUNT.

6. You acknowledge and agree that the copyright to the Information is and shall remain with D&B. You acknowledge that the Information, regardless of form or format, is proprietary to D&B and comprises: (a) works of original authorship, including compiled information containing D&B's



selection, arrangement and coordination and expression of such information or pre-existing material it has created, gathered or assembled; (b) confidential or trade secret information; and (c) information that has been created, developed and maintained by D&B at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm D&B. You shall not commit or permit any act or omission by your agents, employees or any third party that would impair D&B's proprietary and intellectual property rights in the Information. You agree to notify D&B immediately upon obtaining any information regarding a threatened or actual infringement of D&B's rights.

7. These terms are in addition to those found in your subscriber agreement. If there is a conflict between these Terms and those found in any such subscription agreement then these Terms will apply.

DUNS® is a registered trademark of the Dun & Bradstreet Corporation.

Duns Business Records Plus is a service mark of the Dun & Bradstreet Corporation.

#### EXPERIAN CREDIT HEADER

The data contained in this database and its use may be regulated by laws that restrict the use of such information, including but not limited to the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq. ("GLBA"), various federal and state laws, regulations, and rules as well as your subscription agreement with West. By accessing this database, you represent and warrant that information regulated by GLBA and other legal authorities will only be used for the use you select in the drop down menu. If you do not have a permissible use, you agree that you will select "no permissible use" from the drop down menu. The information in this database may not be used for any purposes related to direct marketing.

You acknowledge that the data contained in this database may be compiled by West from numerous suppliers, and that you have been allowed access to this data because of your representations, regarding its authorized use of the data.

You shall indemnify, defend and hold harmless West and its suppliers, from and against any and all liabilities, damages, losses, claims, costs, fees and expenses (including attorney fees) arising out of or relating to your use of this data. West and its third party suppliers are entitled to enforce the data security, use, legal compliance and indemnification provisions of your Agreement directly against you as third party beneficiary; provided however, the foregoing paragraph shall not be applicable to local, state, and federal government agencies or as otherwise excepted in your subscription agreement.

You agree to immediately notify West of any misuse or compromise of the information contained in this database. Failure to comply with these terms, including the Experian

Access Security Requirements below, or other terms within your Agreement will result in temporary or permanent blocks on access to this database or termination of your Agreement. This data cannot be used to prepare, publish, clean or maintain any directory or provide any directory service to the general product. You further agree that you will not provide this data to any person or entity for resale. By accessing this data you acknowledge and agree that you are the end user of the data and that you do not intend to resell or otherwise provide or transfer it, in whole or in part, to another person or entity.

#### EXPERIAN ACCESS SECURITY AGREEMENT

The following information security measures are designed to provide guidance to you in relation to preventing unauthorized access to consumer information that you receive through the West Services. The information provided below is considered the minimum baseline for information security. It is your responsibility to implement appropriate controls to protect the privacy and information of consumers. Capitalized terms used herein have the meaning given in the Glossary attached hereto.

In accessing Experian's services, you agree to follow these security requirements:

##### 1. Implement Strong Access Control Measures

- 1.1 Each User should have a separate, unique user ID logon password. PASSWORD SHARING IS STRICTLY PROHIBITED
- 1.2 Ensure that user IDs are not shared, either internally or externally. PASSWORD SHARING IS STRICTLY PROHIBITED AND IS GROUNDS FOR SUSPENSION OR TERMINATION OF YOUR ACCESS.
- 1.3 Ensure that no Peer-to-Peer file sharing is enabled on those users' profiles.
- 1.4 Keep user passwords Confidential.
- 1.5 Develop strong passwords that are:
  - Not easily guessable (i.e. password should NOT contain your name or company name, repeating numbers and letters or consecutive numbers and letters)
  - Contain a minimum of seven (7) alpha/numeric characters for standard user accounts
- 1.6 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
- 1.7 Restrict the number of key personnel who have access to consumer information.
- 1.8 Ensure that personnel who are authorized access to consumer information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of your membership application.

- 1.9 Ensure that you and your employees do not access your own consumer information or those reports of any family member(s) or friend(s) unless it is in connection with a valid business transaction or for another permissible purpose.
  - 1.10 Implement a process to terminate access rights immediately for users that are terminated or when they have a change in their job tasks and no longer require access to consumer information.
  - 1.11 After normal business hours, turn off and lock all devices or systems used to obtain consumer information.
  - 1.12 Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain consumer information.
2. Maintain a Vulnerability Management Program
    - 2.1 Keep operating system(s), Firewalls, Routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates.
    - 2.2 Configure infrastructures such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including these practices may include disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
    - 2.3 Implement and follow current best security practices for Computer Virus detection scanning services and procedures:
      - Use, implement and maintain a current, commercially available Computer Virus detection/scanning product on all computers, systems and networks.
      - If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.
      - On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.
    - 2.4 Implement and follow current best security practices for computer anti-Spyware scanning services and procedures:
      - Use, implement and maintain a current, commercially available computer anti- Spyware scanning product on all computers, systems and networks.
      - If you suspect actual or potential Spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
      - Run a secondary anti-Spyware scan upon completion of the first scan to ensure all Spyware has been removed from your computers.
      - Keep anti-Spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti- Spyware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti- Spyware scans be completed more frequently than weekly.
  3. Protect data
    - 3.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)
    - 3.2 All Experian data is classified as Confidential and must be secured to this requirement at a minimum.
    - 3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
  4. Maintain an Information Security Policy
    - 4.1 Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.
    - 4.2 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.
    - 4.3 The FACTA Disposal Rules requires that you implement appropriate measures to dispose of sensitive consumer information to protect against unauthorized access or use of that information.
    - 4.4 Implement and maintain security training and awareness sessions for all staff to underscore the importance of security within your organization

#### EXPERIAN GATEWAY

The data contained in this database and its use may be regulated by laws that restrict the use of such information, including but not limited to the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq. ("GLBA"), various federal and state laws, regulations, and rules as well as your subscription agreement with West. By accessing this database, you represent and warrant that information regulated by GLBA and other legal authorities will only be used for the use you select in the drop



down menu. If you do not have a permissible use, you agree that you will select "no permissible use" from the drop down menu. The information in this database may not be used for any purposes related to direct marketing.

By accessing this data you acknowledge and agree that you are the end user of the data and that you do not intend to resell or otherwise provide or transfer it, in whole or in part, to another person or entity.

#### FICTITIOUS BUSINESS NAMES

**This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.**

#### FUGITIVES

*See Supplier Additional Terms: Court Records.*

#### GOOGLE MAPS

You understand and agree that your use of any Google mapping functionality will at all time comply with Google's Terms of Service

([http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html)) and all applicable Google legal notices

([http://maps.google.com/help/legalnotices\\_maps.html](http://maps.google.com/help/legalnotices_maps.html)).

#### HOUSEHOLD LISTINGS/PEOPLE HOUSEHOLDS

**This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.**

#### LAWSUITS

*See Supplier Additional Terms: Court Records.*

#### LICENSE PLATE RECOGNITION DATA – LEARN PLATFORM TERMS OF USE

If authorized, you agree that access and use of the LEARN platform and any data contained therein is governed by and will at all time comply with the Vigilant Terms of Use

([http://learn-nvls.com/learn/LEARN\\_Hosted\\_Server\\_User\\_Agreement.pdf](http://learn-nvls.com/learn/LEARN_Hosted_Server_User_Agreement.pdf)).

#### LICENSE PLATE RECOGNITION ("LPR") DATA – GATEWAY USAGE AND PRIVACY POLICY

By accessing the LPR data, you agree that your use of the data will at all times comply with CA Civil Code §§1798.90.5-1798.90.55.

Use of LPR data. Access to LPR data via the gateway in CLEAR is limited to subscribers that have a legitimate law enforcement or investigative purpose and a permissible use under the U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) ("DPPA").

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Users and Training. Employees and subcontractors of Thomson Reuters are authorized to access and use the LPR data to demonstrate the system to actual and potential subscribers, to provide customer support, and to maintain the LPR data and CLEAR. Subscribers are authorized to access the LPR data in accordance with this policy. Subscribers are required to maintain the confidentiality of the LPR data and to train all end users on its confidentiality and permissible use obligations.

Monitoring and Compliance. LPR data in West's systems is monitored in accordance with West's standard procedures to ensure the security of the LPR data and compliance with applicable laws, rules and regulations. Furthermore, we maintain usage logs in accordance with DPPA requirements.

Sales, Sharing or Transfer of LPR data. We authorize access to the LPR data in accordance with this policy. All subscribers are required to have entered into a definitive agreement with us prior to accessing the LPR data.

Custodian/Owner of the LPR System; Accuracy; data Retention. Vigilant Solutions, Inc. is the custodian and owner of the LPR system that is accessible via CLEAR. Please see Vigilant's Usage and Privacy Policy (<https://www.vigilantsolutions.com/lpr-usage-and-privacy-policy/>) for information on data accuracy and retention.

The terms contained in this Supplier Additional Terms document is implemented and maintained by the public records compliance team of the legal business unit of Thomson Reuters. Please see the Public Records Privacy Statement (<http://legalsolutions.thomsonreuters.com/law-products/about/legal-notices/privacy/records>) for more information on the availability and accuracy of the LPR data and the process to contact the public records compliance team.

#### MARRIAGES

*See Supplier Additional Terms: Court Records.*

#### NEW MOVERS

**This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.**

#### REAL PROPERTY

This data may not be used for any direct marketing or solicitation purpose. By accessing this data you acknowledge and agree that you will not infringe on any consumers' rights of privacy and will, at all times, adhere to fair information practices. You are expressly prohibited from using any element or component of the real property data to create, replace, supplement or enhance any title, legal, vesting, ownership or

encumbrance report. You further agree that you may not use the data, coupled with alternative insurance approaches or products without first obtaining written permission.

#### **REAL-TIME MOTOR VEHICLES GATEWAY**

Your use of this data may be subject to privacy restrictions imposed by Driver's Privacy Protection Act ("DPPA") and state law. If you access motor vehicle, driver's license, state boat, or similar data, you will be required to acknowledge compliance with the law and to choose among "permissible uses" for the data. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.

Furthermore, you agree to comply with the following:

1. Access to Motor Vehicle data: The Driver's Privacy Protection Act ('DPPA') as well as state law restricts the use of motor vehicle data to certain "permissible uses." subscribers who access motor vehicle data shall require its End Users to acknowledge compliance with these laws and only permit them to access motor vehicle information for the specific DPPA permissible purposes. You represent and warrant that motor vehicle information will not be accessed without an approved DPPA permissible purpose for each access, that motor vehicle information shall be used only for such permissible purpose, and that you are the end user of the information. You shall employ commercially reasonable procedures to track and monitor End User access to and use of motor vehicle data and investigate any allegations of misuse of the motor vehicle data in full cooperation with West and/or its provider of this motor vehicle information, or at the request of a state. You acknowledge that in addition to other remedies of West and/or its provider any non-compliance by you with the above provision shall result in West revoking your access to and use of motor vehicle information. You acknowledge that motor vehicle data is licensed to you for your internal use only and may not be reproduced, or disclosed to anyone else unless permitted by law. Motor vehicle data shall not be appended to any other data or file except in the context of a report prepared for and consistent with the approved DPPA permissible purpose for which the motor vehicle data was accessed. You acknowledge that all right, title and interest in and to the motor vehicle data is retained by West and/or its provider, and you shall not commit or permit any act or omission that would impair such rights.

2. Warranty: The motor vehicle data shall be as current, accurate and complete as may be achieved using the source data and compilation and data processing methods customarily employed by West and its provider in the ordinary course of business, but is not warranted as being error free. Neither West nor its provider attempt to independently verify the completeness, accuracy or authenticity of this data. Accordingly, the data is provided on an 'as is' 'as available' basis.

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Any use or reliance upon the data by you shall be at your own risk. THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. Limitation of Liability: IN NO EVENT SHALL WEST NOR ITS PROVIDER, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST INCOME OR LOST REVENUE WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY.

4. Subscriber is responsible for all damages due to the misuse of this data by subscriber or any other party receiving such Regulated data from or through subscriber.

#### **SEX OFFENDER**

*See Supplier Additional Terms: Court Records.*

#### **TRAFFIC CITATIONS**

*See Supplier Additional Terms: Court Records.*

#### **TRANSUNION GATEWAY**

The data contained in this database and its use may be regulated by laws that restrict the use of such information, including but not limited to the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq. ("GLBA"), various federal and state laws, regulations, and rules as well as your subscription agreement with West. By accessing this database, you represent and warrant that information regulated by GLBA and other legal authorities will only be used for the use you select in the drop down menu. If you do not have a permissible use, you agree that you will select "no permissible use" from the drop down menu. The information in this database may not be used for any purposes related to direct marketing. By accessing this data you acknowledge and agree that you are the end user of the data and that you do not intend to resell or otherwise provide or transfer it, in whole or in part, to another person or entity.

By accessing this data, you shall use information obtained from each individual request for data only one time and shall hold this data in the strictest confidence. You shall not disassemble, decompile, or in any way reverse engineer this data. You shall use this data: (1) solely for your certified permitted use and shall not request, obtain or use this data for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing this data to any other party, whether alone, in conjunction with your own data, or otherwise in any service which is derived from the data; and (2) subject to your subscription agreement. data shall be requested by, and disclosed only the your designated and authorized End Users having a need to know and only to the extent necessary to enable you to use the data in accordance with your subscription agreement. You shall ensure that such designated and authorized End User shall not attempt to



obtain any data on themselves, associates, or any other person except in the exercise of their official duties. With just cause, such as violation of the terms of subscription agreement or a legal requirement, or a material change in existing legal requirements that adversely affects the your agreement, West may, upon its election, discontinue serving the data. You understand and agree that you may not use any data for any marketing purposes without prior written consent.

#### UNCLAIMED ASSETS

*See Supplier Additional Terms: Court Records.*

#### UTILITY RECORDS

The information in this database may not be used for any purposes related to direct marketing. Further, this data may not be used to create or enhance telemarketing calling lists or direct mailing lists or similar.

#### VEHICLE & TRAFFIC

*See Supplier Additional Terms: Court Records.*

#### VEHICLE REGISTRATIONS

This data may not be used for such direct marketing activities as direct mail and telemarketing. Furthermore, this data cannot be used (1) by any law enforcement agency for traffic violation applications, (2) any toll road application, (3) in any automated system which detects traffic violations or identifies traffic violators or the vehicles involved, (4) for providing motor vehicle history reports, or (5) for providing motor vehicle statistical reports except in matters of litigation or associated investigations. This data cannot be used for any of the following services, or in connection with: motor vehicle manufacturers; matters of motor vehicle warranty, product alterations, recalls, advisories, customer surveys or research or performance monitoring of motor vehicles or dealers, law enforcement for traffic violation applications; toll road applications; any automated system that detects traffic violations or identifies traffic violators or the vehicles involved; for providing motor vehicle history reports; for providing motor vehicle statistical reports except in matters of litigation or associated investigations.

#### VOTER REGISTRATIONS

Voter registration data may not be used as the basis for commercial or charitable solicitation of any kind. This includes the mailing or delivering any advertisement of offer for any property, establishment, organization, product or service or for the purpose of mailing or delivering any solicitation for money, services, or anything of value. By accessing this data you acknowledge that access to certain data available through the Service, including voter registration data is regulated by state or federal laws. You agree not to access such data for any purpose that is not allowed by any applicable state or federal laws or regulations, or that is contrary to your subscription

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agreement. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.

Voter data from Kansas may only be used for political campaign or election purposes.

#### WARRANT RECORD

*See Supplier Additional Terms: Court Records.*

#### WORK AFFILIATIONS

**This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.**



# SUPPLIER DISCLAIMERS

## ARRESTS/ARREST RECORDS

*See Supplier Disclaimers: Court Records.*

## CORPORATIONS/CORPORATE FILINGS – California

THIS CALIFORNIA SECRETARY OF STATE DATA IS FOR INFORMATIONAL PURPOSES ONLY. CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE SACRAMENTO OFFICE OF THE CALIFORNIA SECRETARY OF STATE.

This data is provided for research purposes only and it is not the official record. Certified copies can only be obtained from the official source. West makes every effort to provide you with the most current data, however, information reported in this data may have been paid, terminated, vacated or released prior to today's date.

## CORPORATE RECORDS – Michigan

THIS DATA IS FOR INFORMATION PURPOSES ONLY. CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS, CSCLEB, CORPORATION DIVISION.

## CORPORATIONS/CORPORATE FILINGS – New York

To the extent that any of the information, material or data obtained from West Publishing Corporation ("West") is derived from the New York State, Department of State, Division of Corporations and state records:

- (1) Any such information, material or data is not an official record of the Department of State or of the State of New York;
- (2) West Publishing Corporation, hereby represents and acknowledges that it is not an employee or agent, for any matter whatsoever, of the Department of State or the State of New York;
- (3) West Publishing Corporation, the Department and the State of New York make no warranties, guarantees or representations of any kind, whether express or implied, or arising by custom or trade usage as to any matter whatsoever, without limitation, and specifically make no implied warranty of merchantability, fitness for any particular purpose or use, including but not limited to adequacy, accuracy, correctness, completeness, currentness, reliability or conformity to any representation, description, sample or model; and
- (4) Neither West Publishing Corporation, the Department, the State of New York nor its officers or employees shall be responsible for any loss or damage caused by the use of the information, material or data.

## COURT RECORDS

By accessing the various court records made available to you through the Service, you acknowledge that this data will only be used for a lawful and appropriate use in the ordinary course and scope of your business or profession. The fact that an individual has been arrested, in and of itself, does not indicate that a violation of any law has occurred or that a crime has been committed. This data is provided for informational purposes only and it is not the official record. For copies of the official record (of an incarceration, conviction or court filing record) contact the source agency or court.

### ARIZONA

*Maricopa County Justice Courts  
Maricopa County Superior Court  
Arizona Supreme Court*

The above listed Courts in Arizona do not provide any warranties, express or implied that the data provided is accurate, current, correct, or complete, nor do they make any representations regarding the identity of any persons whose names appear in the data. It is expressly understood that it is the responsibility of users to verify the data by personally comparing it with the official court records.

### ARKANSAS

The official custodian of all official court records for each court in Arkansas is the clerk of the court. The Arkansas Administrative Office of the Court ("AOC") is not the official custodian of any case record and provides only copies of data entered or provided by clerks. Data provided through this service may not reflect pending or post-disposition activity on a case. The AOC does not warrant the accuracy of the data. To verify a record's accuracy, contact the clerk of the court record.

### FLORIDA

Data received from the Manatee County Clerk of Circuit Court is for use in the ordinary course of business. This data is provided for informational purposes only and it is not the official record. For copies of the official record (of an incarceration, conviction or court filing record) contact the source agency or court.

### IDAHO

The information in the Idaho sex offender registry is provided only for the purpose of protecting the public. It is not to be used for the purpose of harassing or intimidating anyone. A person who uses registry information to commit a criminal



act against another person is subject to arrest and prosecution under sections 18-8326 or 18-8413, Idaho Code.

## **ILLINOIS**

Neither the Circuit Court of Cook County nor the Clerk of the Circuit Courts of Cook County warrants the accuracy, completeness, or currency of this data. This data is not an official record of the Court or the Clerk and may not be represented as an official court record.

## **INDIANA**

The data or information provided is based on information obtained from Indiana Courts on the date(s) indicated in the Indiana State & Federal Dockets Scope Information screen. It is the user's responsibility to verify the information by personally consulting the official record maintained by the Indiana Court in question. Indiana Office of Judicial Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the release or use of the information.

## **NORTH CAROLINA**

The official custodian of all official court records for each county in North Carolina is the clerk of superior court of that county. The data provided here is obtained from the North Carolina Administrative Office of the Courts ("NCAOC"), which is not the official custodian of any case records and provides only copies of data entered by the clerks. To verify a record's accuracy, contact the clerk of the court of record. The NCAOC provides no warranties, express or implied, that the information or data is accurate, correct, or complete. The NCAOC shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information or data.

## **NORTH DAKOTA**

The data or information provided is based on information obtained from the North Dakota district courts as of the last working day of the most recent month. The Court Administrator and the North Dakota Supreme Court:

- A. Do not warrant that the information is accurate or complete except for court purposes;
- B. Make no representations regarding the identity of any persons whose names appear in the records; and
- C. Deny liability for any damages resulting from the release or use of the data or information. The user should verify the information by personally consulting the official record reposing at the district court.

## **OHIO**

The Ohio Department of Rehabilitation and Correction does not warrant the comprehensiveness, completeness, accuracy or adequacy for any particular use or purpose of the Ohio data and expressly disclaims all warranties express or implied as to any matter whatsoever. The Ohio Department of Rehabilitation and Correction will not be responsible for any loss or damage caused by the use of the Ohio data.

## **OREGON**

The files containing data from the Oregon Judicial Department are not official records of the court, and you should verify the Oregon data by personally consulting the "official" record reposing at the court of record.

## **PENNSYLVANIA**

Electronic case record information received from the Commonwealth of Pennsylvania is not an official case record; official case records are maintained by the court in which the record was filed. The data or information provided is based upon information received by the Administrative Office of Pennsylvania Courts ("AOPC"). AOPC makes no representation as to the accuracy, completeness or utility, for any general or specific purpose, of the information provided and as such, assumes no liability for inaccurate or delayed data, errors or omissions. Use this information at your own risk. AOPC makes no representations regarding the identity of any persons whose names appear in the records. Use should verify that the information is accurate and current by personally consulting the official record reposing in the court wherein the record is maintained.

## **WISCONSIN**

Wisconsin Circuit Courts Access website information is only a snapshot of the information accessible in the Wisconsin Director of State Courts Office Consolidated Court Automation Programs (CCAP) case management system on the date the information is downloaded by West.

## **CRIMINAL & INFRACTIONS**

*See Supplier Disclaimers: Court Records.*

## **DIVORCE**

*See Supplier Disclaimers: Court Records.*

## **DRIVERS LICENSES -- All**

Your use of this data may be subject to privacy restrictions imposed by Driver's Privacy Protection Act ("DPPA") and state law. If you access motor vehicle, driver's license, state boat, or similar data, you will be required to acknowledge compliance with the law and to choose among "permissible uses" for the data. West will store information from each search, including the password entered, permissible use indicated, date of search

and search, as required to comply with statutory and contractual requirements.

#### **FUGITIVES**

*See Supplier Disclaimers: Court Records.*

#### **LAWSUITS**

*See Supplier Disclaimers: Court Records.*

#### **MARRIAGES**

*See Supplier Disclaimers: Court Records.*

#### **MOTOR VEHICLES**

Your use of this data may be subject to privacy restrictions imposed by Driver's Privacy Protection Act ("DPPA") and state law. If you access motor vehicle, driver's license, state boat, or similar data, you will be required to acknowledge compliance with the law and to choose among "permissible uses" for the data. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.

#### **OFFICE OF FOREIGN ASSETS CONTROL (OFAC)**

The sanctions lists provided by the U.S. Department of the Treasury's Office of the Foreign Assets Control are one tool offered to assist users in utilizing the SDN List and/or the various non-SDN lists; use of Sanctions List Search is not a substitute for undertaking appropriate due diligence. The Department of the Treasury does not endorse any commercial product, service, process, or enterprise. The Department of the Treasury assumes no responsibility for the content or operation of the Service.

Users are advised to check the Federal Register and this electronic publication routinely for additional names or other changes to the listings. Entities and individuals on the list are occasionally licensed by OFAC to transact business with U.S. persons in anticipation of removal from the list or because of foreign policy considerations in unique circumstances. Licensing in anticipation of official Federal Register publication of a notice of removal based on the unblocking of an entity's or individual's property is reflected in this publication by removal from the list

#### **PEOPLE HISTORICAL**

The information contained in this database and its use is regulated by laws that restrict the use of such information, including but not limited to the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq. ("GLBA"), various federal and state laws, regulations, and rules as well as your subscription agreement with West. By accessing this database, you represent and warrant that information regulated by GLBA and other legal authorities will only be used for the use you select in the drop

down menu. If you do not have a permissible use, you agree that you will select "no permissible use" from the GLBA drop down menu. The information in this database may not be used for any purposes related to direct marketing.

#### **SEX OFFENDER**

*See Supplier Disclaimers: Court Records.*

#### **STATE DEATH RECORD**

This data is provided for research purposes only and it is not the official record. Certified copies can only be obtained from the official source.

#### **STOCK/SIGNIFICANT SHAREHOLDERS**

Use, duplication, or sale of any data contained in this database, except as described in your subscription agreement, is strictly prohibited. This database is not the official legal reporting organ of the Securities and Exchange Commission. This data is protected by copyright and is subject to the terms of usage contained in your subscription agreement. The data is provided for your internal use and may not be duplicated or redistributed in hard copy, machine-readable, or any other form without written authorization. Neither West nor its 3rd party contributors make any representation or warranty, expressed or implied, as to the timeliness, accuracy or completeness of the data provided, including warranties of merchantability or fitness for a particular purpose. Electronic conversion and transmission of textual and numeric data may cause errors and/or omissions in the data provided. Furthermore, the data may not be up-to-date due to a delay between the preparation of data and its inclusion on the Service. For these reasons, the data contained on the Service is provided for research purposes only and not for investment or any other purposes. Neither Thomson Reuters nor any of its affiliates or subsidiaries are in the business of providing investment advice and shall have no liability whatsoever for any investment decision or the results of any investment made by you.

#### **TRAFFIC CITATIONS**

*See Supplier Disclaimers: Court Records.*

#### **UNCLAIMED ASSETS (UNCLAIMED-ALL; UNCLAIMED-XX)**

*See Supplier Disclaimers: Court Records.*

#### **UTILITY RECORDS (UTILITY-ALL; UTILITY-XX)**

The data contained in this database and its use may be regulated by laws that restrict the use of such information, including but not limited to the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq. ("GLBA"), various federal and state laws, regulations, and rules as well as your subscription agreement with West. By accessing this database, you represent and warrant that information regulated by GLBA and other legal authorities will only be used for the use you select in the drop



down menu. If you do not have a permissible use, you agree that you will select "no permissible use" from the drop down menu.

#### **VEHICLE & TRAFFIC**

*See Supplier Disclaimers: Court Records.*

#### **WARRANT RECORD**

*See Supplier Disclaimers: Court Records.*

#### **WATERCRAFT (State data)**

Your use of this data may be subject to privacy restrictions imposed by Driver's Privacy Protection Act ("DPPA") and state law. If you access motor vehicle, driver's license, state boat, or similar data, you will be required to acknowledge compliance with the law and to choose among "permissible uses" for the data. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.

#### **WORLD CHECK® RISK INTELLIGENCE (WATCHLIST)**

Category Legal Notice: Category is based on information contained in the sources provided.

Reported Link Legal Notice: Where an individual or entity is listed as being "Reported to be linked to" other profiles, the nature of the links vary considerably and users should not draw negative inferences merely from that association.

This data, including all related files, print outs, copies and derivatives, may only be used in relation to or arising out of 'Know-Your-Customer' and anti-money laundering regulations or similar statutory or professional requirements applicable to you or your representation of a third party. These statutory or professional requirements must allow for or require the screening of individuals and entities for the prevention or detection of any unlawful act or the discharge of a function designed for protecting members of the public against serious improper conduct or mismanagement, both of which must be in the substantial public interest.

The Provider is neither responsible for the information correlated in this Service nor the content of external internet sites. You shall not rely upon this data without making independent checks to verify the information contained therein. You acknowledge that you do not intend users to draw any negative inferences about individuals or entities identified in the Licensed Materials and shall not draw such inferences merely because persons are shown as being linked to others profiled or identified in this data. Where an individual or entity is listed as being "Reported to be linked to" other profiles, the nature of the links vary considerably and users should not draw negative inferences merely from that association. Provider makes no warranty or representation about and disclaims all liability for the accuracy, completeness, currency or lawfulness of any information originating from external Internet sites, press and public sources. Information correlated is necessarily brief and should be read in the context of the fuller details available in the external sources provided. You should also carry out independent checks in order to verify the information correlated.

# CHANGE LOG

DATE	CHANGE
5/12/2015	<ul style="list-style-type: none"> <li>Separated Supplier Terms and Supplier Disclaimers</li> <li>Updated Terms for Experian Credit Header, Dun &amp; Bradstreet, and Real-Time Motor Vehicles Gateway</li> </ul>
8/25/15	Twitter Supplier Terms added
10/14/15	Twitter Terms revised
10/27/15	Choice of Law and Jurisdiction removed from D&B terms
6/27/17	<p><u>Removed:</u></p> <ul style="list-style-type: none"> <li>Twitter Additional Terms</li> <li>Web Analytics – Yahoo Terms</li> </ul> <p><u>Added:</u></p> <ul style="list-style-type: none"> <li>License Plate Recognition data – LEARN Platform Terms of Use</li> <li>License Plate Recognition data – Gateway Usage and Privacy Policy</li> </ul>
6/7/18	<p><u>Revised:</u></p> <ul style="list-style-type: none"> <li>Business Phones</li> <li>Canadian Phones (People)/Canadian Business Phones</li> <li>Fictitious Business Names</li> <li>Household Listings/People Households</li> <li>New Movers</li> <li>Work Affiliations</li> <li>Corporate Records (Michigan)</li> <li>Corporations/Corporate Filings (New York)</li> </ul> <p><u>Added:</u></p> <ul style="list-style-type: none"> <li>Court Records- Indiana</li> <li>Court Records- Wisconsin</li> </ul>



**DATA PRIVACY AGREEMENT  
BETWEEN THE IRVINE UNIFIED SCHOOL DISTRICT**

**AND**

West Publishing Corporation

**WHEREAS**, the Irvine Unified School District ("District") and West Publishing Corporation ("Provider"), have entered into a Subscription Agreement (the "Agreement") whereby Provider has agreed to provide subscription web- based access to Provider's CLEAR product (hereinafter referred to as "Service"); and

**WHEREAS**, in order to provide the Service described above, Provider may have access to student directory information, which may be subject to statutory protection; and

**WHEREAS**, the parties wish to execute this Data Privacy Agreement in full accordance with California Education Code § 49073.1.

**NOW THEREFORE**, for good and valuable consideration, the Parties agrees as follows:

**PURPOSE**

1. The purpose of this Data Privacy Agreement is to bind the parties to uphold their responsibilities under all applicable privacy statutes as set forth below.

**DATA OWNERSHIP AND AUTHORIZED ACCESS**

2. Data Property of District: All information, data, and other content transmitted by the District to the Provider (collectively, the "District Data") remain the sole property of the District. The District retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes as further outlined in this Data Privacy Agreement.

3. Data Access: Provider may access District Data solely to fulfill its obligations under the Agreement and compliance with regulatory and third-party obligations.

4. Third Party Access: Except as provided in the Agreement, Provider may not distribute District Data or content to a third party without District's express written consent, unless required by law. Provider and subcontractors will only access District Data to the extent necessary to provide the Service in accordance with the Agreement. Provider will ensure that subcontractors adhere to all provisions of this Data Privacy Agreement. For the avoidance of doubt, the foregoing shall not apply to transmittal of such District Data to Provider's third-party providers as required to fulfill Provider's obligations under the Agreement.

**DUTIES**

5. District: The District will perform the following duties:

(a) Provide Data: Provide District Data for the purposes of utilizing the Service in compliance with the Family Educational Rights and Privacy Act 20 U.S.C. section 1232g ("FERPA").

(b) Precautions: Take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the Service and hosted data.

(c) Notification: Notify Provider as promptly as possible of any known or suspected unauthorized access.

6. Provider: Provider will perform the following duties:

(a) Privacy Compliance: Comply with all applicable laws and regulations, including FERPA. These duties shall include the following:

(b) Authorized Use: The District Data shared under the Agreement shall be used for no purpose other than providing the Service pursuant to the Agreement, this Data Privacy Agreement, and otherwise authorized under the law.

(c) Employees Bound: Require all employees and subcontractors of Provider to comply with all applicable provisions of FERPA laws with respect to the District Data shared under this Agreement.

(d) Secure Environment: Comply with the data security requirements as provided in the attached Data Security Addendum.

(e) No Disclosure: Not disclose any District Data obtained under this Agreement in a manner that could identify an individual student to any other entity in published results of studies. De-identified information may be used by Provider for the purposes of development and improvement of educational sites, services or applications.

(f) Data Breach Notification: Upon becoming aware of any unlawful or unauthorized access to District Data stored on equipment used by Provider or in facilities used by Provider, Provider will: notify the District as promptly as possible of the suspected or actual incident; investigate the incident as promptly as possible and provide District with detailed information regarding the incident, including the identity of affected users; assist the District in notifying affected users by taking commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident in accordance with Provider's Data Security Addendum.

## **DATA REQUEST**

7. Data Requested: The District may submit limited Directory Information (as defined by FERPA) related to students through the Service to facilitate the District's internal research and investigative purposes.

8. Term: The Provider shall be bound by this Data Privacy Agreement for the duration of the Agreement or so long as the Provider maintains any District Data, whichever is greater.

## **AGREEMENT**

9. Priority of Agreements: The Agreement and this Data Privacy Agreement shall govern the treatment of District Data in order to comply with the applicable privacy protections, including those found in FERPA and California Education Code § 49073.1. In the event there is conflict between the terms of this Data Privacy Agreement and the Agreement or any other bid/RFP, license agreement, or contract document(s) in existence, the terms of this Data Privacy Agreement shall apply solely with



respect to the personally identifiable data provided under the terms of the Agreement.

10. Other Provisions Unaffected: Except as described in paragraph 9 above, all other provisions of the Agreement shall remain unaffected.

11. Modification of Agreement: No modification or waiver of any term of this Data Privacy Agreement is effective unless mutually agreed to in writing by both parties.

**IN WITNESS WHEREOF**, the parties have executed this Data Privacy Agreement as of the last day noted below.

IRVINE UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

John Fogarty

IUSD Board Approved 7/13/2021

Date: July 14, 2021

Title/Position: \_\_\_\_\_

Asst. Supt. Business Services

WEST PUBLISHING CORPORATION

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Alex MEdrano

Date: 5/26/2021

Title/Position: \_\_\_\_\_

Assistant General Counsel

*Note: Electronic signature not permitted.*