

DEALERTRACK COMPLIANCE PRODUCTS ADDITIONAL TERMS

These Additional Terms supplement the Cox Automotive Master Agreement (the “**Master Agreement**”) located at <https://www.coxautoinc.com/terms/usa>, and apply with respect to any Cox Product covered by these Additional Terms.

Product Description: Dealertrack Compliance Products “**Compliance Products**” include any one or more Cox Software Product that enable Customer to (i) capture certain deal-related data and documentation, (ii) log certain deal-related activity, (iii) store and access such deal-related data and documentation in an electronic database maintained by Cox or a Third Party Licensor, and/or (iv) may further incorporate add-ons listed below, to the extent included in any products/services purchased or licensed by Customer in an applicable Order Form. Dealertrack, Inc. (“Dealertrack” or “DT”), an Affiliate of Cox, may own certain rights or provide certain services relating to Compliance Products.

- **Adverse Action Mailing Service:** Service to create, sort, post, and mail adverse action notices to consumers who have applied for credit through Customer, offered as an enhancement to the Compliance Product.
- **Adverse Action Manager:** Service to create adverse action notices and make recommendations regarding adverse action notices related to consumers who have applied for credit through Customer.
- **Authentication Services:** Service to help Customer verify the identity of individual consumers in connection with business transactions initiated by such consumers. Authentication Services may include DT Red Flags, Fraud Index, OFAC screen, and Out-of-Wallet Questions and may be provided by a Third Party Licensor.
- **Fraud Index:** Automated, optional subscription Authentication Service enhancement to DT Red Flags that segments potential fraud risk by assigning Fraud Scoring Categories.
- **DT RedFlags:** An Authentication Service that provides Customer with the ability to check a prospective consumer’s name and identifying information against various databases of information.
- **OFAC Alert:** Automated information service designed to facilitate Customer’s compliance with Laws administered by, or whose administration is to be delegated to, OFAC.
- **Out-of-wallet Questions:** An optional Authentication Service feature available in DT RedFlags that provides non-credit knowledge-based authentication questions related to the sale and financing of automobiles that are derived from databases that are reasonably believed to contain public record and other information about the named consumer or the named consumer’s past associations and activities.

Additional Terms:

1. **Definitions.** Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Master Agreement. In addition, for the purposes of these Additional Terms, the following terms shall have the following meanings:
 - (a) “**Fraud Scoring Categories**” means the scoring categories that range from high to low, from which Fraud Index will assign a score, based on the likelihood of fraudulent activity

in the consumer's proposed transaction.

- (b) **"Identity Score"** means a functionality of DT RedFlags that provides a number between 1 and 100 as assigned by Dealertrack's proprietary scoring algorithm, indicating the likelihood that a prospective consumer of Customer is in fact who he or she purports to be. The Identity Score is accompanied by reasons to show specific issues that may have affected the Identity Score.
- (c) **"OFAC"** means the Office of Foreign Asset Control of the U.S. Department of the Treasury.
- (d) **"Red Flags Program"** means the Identity Theft Prevention Program required by the Red Flags Rule issued by the Federal Trade Commission, 16 C.F.R. Part 681.
- (e) **"SDN List"** means the Specially Designated Nationals and Blocked Persons List published by OFAC.

2. **Compliance Product General Terms.**

- (a) Credit Application Portal. Customer must be an active user of the Dealertrack credit application portal during the term of its Subscription to use the Compliance Product.
- (b) Storage Periods. Cox will establish default storage periods for the various component data and documentation to which Customer will have access through Customer's Subscription to the Compliance Product.
- (c) Representations and Warranties. Customer represents and warrants to Cox that:
 - (i) Customer will provide its customers with paper copies of the documentation, when required by Law, printed on a color printer or duplex color printer, if applicable, so that those disclosures which are required to be displayed in colors or fonts in the electronic version of the documentation are printed in such colors and fonts and in a size and on such paper as are required by Law; and
 - (ii) Customer will not modify any documentation other than to populate information in the fields designed to be customized.
- (d) Recovery of Data. In the event that any data is lost from the electronic storage database due to a cause for which Cox is responsible, Cox shall use commercially reasonable efforts to recover the data and/or allow Customer to re-enter the data at no additional cost. Such efforts and rights will constitute Customer's sole remedy in connection with such loss.

3. **Authentication Services and OFAC Alert.** Authentication Services and OFAC Alert are provided via a reseller arrangement with a Third Party Licensor. The terms of Exhibits A and B apply if Customer receives any Authentication Services covered by such exhibits.

- (a) DT RedFlags. The following terms are applicable to DT RedFlags:
 - (i) Customer acknowledges that DT RedFlags provides only information to suggest the possibility of a preliminary match between a prospective consumer's name and identifying information against the SDN List, and OFAC's suggested guidelines for steps to take to verify or invalidate the preliminary match. DT RedFlags does not evaluate the quality of the preliminary match or further verify whether the

information has produced a valid OFAC match.

- (ii) Customer is solely responsible for determining what additional actions to take, if any, in the event of a preliminary OFAC match. Customer is solely responsible to evaluate and assess the discrepancies or facts identified, the Identity Score, and responses to Out-of-wallet Questions. Customer may incorporate processes and procedures to do so into its Red Flags Program. Customer agrees that any information provided by DT RedFlags is only a component of and will not constitute the entirety of Customer's Red Flags Program. Customer acknowledges that it alone is responsible for verifying the validity of an OFAC match and the identity of the consumer.
 - (iii) While DT RedFlags provides a means to compare certain identifying information of a prospective consumer against databases of information, no part of these databases include "consumer reports" as such term is defined in Section 603 of the Fair Credit Reporting Act, 15 U.S.C. § 1681a(d), except that for Nevada consumers, a DT RedFlags inquiry will show up as an inquiry (a soft hit) on the consumer's credit report.
- (b) Fraud Index. Customer's access to Fraud Index shall at all times be subject to maintaining an active Subscription to DT RedFlags.
- (c) Use Restrictions for Fraud Index and DT Red Flags. Customer's access and permitted use of DT RedFlags, Fraud Index and related information shall be limited for the purpose of checking and confirming against the SDN List the identity of a prospective consumer desiring to purchase or lease on credit a dealership product or service. Customer may not (and shall not permit any Third Party to):
- (i) Use any DT RedFlags or Fraud Index information (including the Identity Score, Fraud Scoring Categories, Out-of-wallet Questions and responses) as a factor in establishing the consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes, or for any purpose prohibited or restricted by Law;
 - (ii) Compile, store, maintain, or use DT RedFlags, Fraud Index, any Identity Scores, any Fraud Scoring Categories, or information derived from the use of DT RedFlags or Fraud Index to build or augment Customer's own database;
 - (iii) Copy or otherwise reproduce DT RedFlags or Fraud Index products or any information derived from the use of DT RedFlags or Fraud Index, such as the Identity Score or Fraud Scoring Category, except as required by Law for confidential records retention purposes only and then only for the period required by Law after which such information must be securely destroyed; or
 - (iv) Merge any information derived from use of DT RedFlags or Fraud Index with any information from any other person or entity except that Customer may integrate the Identity Score, the Fraud Scoring Category, and other information derived from the use of DT RedFlags or Fraud Index into its Red Flags Program as a component thereof.
- (d) Drivers Privacy Protection Act. Customer acknowledges that (i) the Identity Scores, Fraud Scoring Categories, and Out-of-wallet Questions may be derived in part from information

obtained from state departments of motor vehicles, and (ii) Customer's permissible use of the information under the Drivers Privacy Protection Act, 18 U.S.C. § 2721, is to verify the accuracy of personal information submitted by the individual consumer and the absence of fraud in the proposed transaction; and if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing identity and other fraud, and for no other purpose.

- (e) Confidential Information. Customer acknowledges that all Identity Scores, Fraud Scoring Categories, and other information provided by DT RedFlags or Fraud Index are, as between the parties, Confidential Information of Cox or its Third Party Licensor(s). In addition to its confidentiality obligations in the Master Agreement, Customer will:
 - (i) Securely retain individual consumer Identity Scores, Fraud Scoring Categories, and other DT RedFlags or Fraud Index information pursuant to its Federal Trade Commission ("FTC") Safeguards Rule information security program and securely destroy such data in accordance with the FTC Information Disposal Rule, 16 C.F.R. Part 682; and
 - (ii) Treat the information with no less degree of care and security than it treats non-public personal information of consumers under the FTC Safeguards Rule, 16 C.F.R. Part 314, the Information Disposal Rule, and the Interagency Guidelines Establishing Information Security Standards, 66 Fed. Reg. 8616 (February 1, 2001), as amended.
- (f) Disclaimers. Customer acknowledges and agrees that DT RedFlags and Fraud Index are provided by a Third Party Licensor under contract with Cox. DT RedFlags and Fraud Index do not assure or guaranty the identity or likely identity of any individual or entity nor does it assure or guaranty the presence or absence of a prospective consumer on the current SDN List, the presence or absence of fraud in the proposed transaction, or the accuracy of any Out-of-wallet Questions or answers. DT RedFlags and Fraud Index are preliminary tools for Customer to use as it elects in its own Red Flags Program and Customer assumes all responsibility for use of DT RedFlags and Fraud Index.
- (g) Limitations of Liability. Notwithstanding anything to the contrary in the Master Agreement, and without limiting Section 3(f) above, in the event that Cox, its Affiliates or its Third Parties (including all Third Party Licensors) are held liable to Customer (or any parties claiming through Customer) for any matter, cause, or thing relating to DT RedFlags or Fraud Index, the aggregate liability of Cox, its Affiliates and its Third Parties shall be expressly limited to an amount equal to the fees paid by Customer for the particular DT RedFlags or Fraud Index transaction that gave rise to the liability.

4. **Adverse Action Mailing Service.**

- (a) Customer Obligations.
 - (i) Customer will provide Cox with all necessary data and information to enable Cox and/or its mailing vendor to provide the Adverse Action Mailing Service. Customer will identify persons to receive an adverse action notice and provide information required for adverse action notices that Cox is not able to derive from credit application data, credit report data, or other information entered by Customer into the Dealertrack credit application portal. Cox will have no obligation to generate or mail any adverse action notice if Customer does not provide any information requested or required by Cox in a timely manner.

- (ii) Customer will use the form of adverse action letter(s) posted in Adverse Action Manager or such other form(s) as may be supported by the Adverse Action Mailing Service from time to time.
 - (iii) Customer will identify the name and phone number of the person at each Authorized Instance whom a consumer receiving such an adverse action notice may call in order to obtain the reasons for the adverse action.
- (b) Mailing Service. Cox's mailing vendor will print and mail the adverse action notices for Customer to consumers designated by Customer to receive such notice and use commercially reasonable efforts to mail adverse action notices within the legally required period for doing so, provided that Customer provides to Cox timely and accurate information necessary to generate and mail the adverse action notices. Mailing will be by U.S. Postal Service First Class mail with delivery point barcode or Intelligent Mail barcode, as defined by the U.S. Postal Service.
- (c) Sole Remedy. Customer's sole remedy for any failure of Cox's (or its mailing vendor's) performance with respect to Adverse Action Mailing Notice is the right to have any adverse action notice re-mailed to Customer's consumer using the information originally provided to Cox at no cost to Customer.

EXHIBIT A

EQUIFAX QUALIFIED SUBSCRIBER TERMS AND CONDITIONS FOR AUTHENTICATION SERVICES

Equifax Information Services LLC ("**Equifax**") provides the "**Authentication Services**" to help businesses verify the identity of individual consumers in connection with business transactions initiated by the consumer ("**Users**," as defined further below) based, in part, on information entered by the User. The Authentication Services will be received by Customer (hereinafter referred to as "**Qualified Subscriber**") through Cox (hereinafter referred to as "**Reseller**") subject to the following conditions (the "**Terms and Conditions**"):

1. Qualified Subscriber certifies that it is not (i) an adult entertainment service of any kind; (ii) a business that operates out of an apartment or within a residence; (iii) a credit counseling firm or credit repair clinic; (iv) a dating service (including online dating); (iv) an online gambling business of any kind; (v) a massage or tattoo service; (vi) an individual seeking information for their private use; or (vii) a company or individual involved in spiritual counseling. Qualified Subscriber further certifies that it will use the Authentication Services solely for the purpose of verifying the identity of a User, and not to determine the User's eligibility for credit, insurance, employment or any other product or service. Qualified Subscriber will comply with the applicable federal, state and local law in connection with its receipt and use of the Authentication Services. Qualified Subscriber will use the Authentication Services received under these Terms and Conditions, and all information and data provided or obtained through use of the Authentication Services (the "**Authentication Information**"), for the foregoing purposes and none other.
2. Qualified Subscriber understands that in connection with certain Authentication Services, Qualified Subscriber and/or Reseller will establish a risk decision threshold above which a User is authenticated and below which the User is not authenticated. Equifax may act as a consultant in this respect, but the final risk decision criteria will be set by Qualified Subscriber and/or Reseller. Qualified Subscriber acknowledges and agrees that the Authentication Services do not guarantee the identity of a User, but merely provide a risk assessment regarding the User's identity that is derived, in part, from information entered by the User.
3. Qualified Subscriber acknowledges that Equifax will place a soft inquiry on the User's consumer report indicating that such report was accessed in connection with a request by Qualified Subscriber (including the date of delivery). However, Equifax will not place any inquiry on a User's consumer report if the Qualified Subscriber orders only a stand-alone OFAC-only report on the User.
4. As used herein, "**Qualified Subscriber Content**" means all text or data provided by Qualified Subscriber to Equifax for use with the Authentication Services. Qualified Subscriber grants to Equifax a nonexclusive license to use the Qualified Subscriber Content as necessary to perform the Authentication Services. Qualified Subscriber will not provide any Qualified Subscriber Content that: (a) infringes any intellectual property or publicity/privacy right; (b) violates any law or regulation; or (c) is defamatory, obscene, harmful to minors or pornographic.
5. As used herein, a "**User**" means an individual consumer whose identity Qualified Subscriber desires to authenticate, and "**User Information**" means any information or data about Users (i) provided by Qualified Subscriber or the User to Equifax or (ii) otherwise collected from Users' use of the Authentication Services. Notwithstanding the foregoing, User Information does not include information regarding the User already in the possession of or available to Equifax prior to being

input by and collected from the User. Qualified Subscriber, to the extent it has authority to do so, grants to Equifax a nonexclusive license to: (a) use User Information only as required to provide the Authentication Services, and internally analyze, enhance or improve the performance of the Authentication Services; (b) disclose the items of User Information to its subcontractors (including its Affiliates) for the sole purpose of providing the Authentication Services and assisting Equifax in its performance of its obligations under these Terms and Conditions; and (c) disclose User Information as required by law or the operation of the Authentication Services. Equifax will not use or disclose User Information in any way other than as expressly permitted under these Terms and Conditions. Notwithstanding the foregoing, Qualified Subscriber hereby grants to Equifax a non-exclusive license to disclose User Information in aggregate statistical form (so long as neither Reseller nor any User can be identified from such data) across multiple sources (not just Qualified Subscriber) in a way that does not disclose any discrete items of User Information by which a User can be identified.

6. Qualified Subscriber understands and agrees that the Authentication Services provided by Equifax shall not constitute consumer reports under the Fair Credit Reporting Act ("**FCRA**"). Accordingly, Qualified Subscriber shall not receive, and Equifax shall not provide information that has a bearing on a consumer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living. To assure that Qualified Subscriber does not receive such information, it shall not retain or make copies of, and hereby agrees to purge from its system, the queries and the multiple choice answers that are provided as part of the Authentication Services by Equifax, prior to or subsequent to Qualified Subscriber's receipt of any numeric score relating to such queries and answers. Qualified Subscriber further agrees that Equifax may, upon reasonable notice and at reasonable times, conduct an audit of Qualified Subscriber compliance and adherence to the requirements in this Section.
7. The OFAC screen is based on information that was not collected, in whole or in part, for the purpose of serving as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes, employment purposes, or any other purpose authorized under the FCRA. Accordingly, Qualified Subscriber will not use an OFAC screen indicator as part of its decision-making process for determining the User's eligibility for any credit or any other FCRA permissible purpose. Qualified Subscriber acknowledges that such an indicator is merely a message that the User may be listed on one or more U.S. government-maintained lists of persons subject to economic sanctions, and Qualified Subscriber should contact the appropriate government agency for confirmation and instructions. The OFAC screen indicator may or may not pertain to the User referenced in Qualified Subscriber's inquiry. Qualified Subscriber acknowledges receipt of the Equifax OFAC Customer Guide, and shall refer to it for further guidance on the use of the OFAC screen. Qualified Subscriber agrees that all release, disclaimer and limitation of liability language in these Terms and Conditions applicable to Equifax applies to the Equifax Compliance Data Center ("**CDC**") as well. Equifax agrees that it is primarily responsible to ensure that the OFAC screen is performed in accordance with these Terms and Conditions. Neither Equifax nor CDC represent or warrant that the performance of the OFAC screen constitutes compliance with any law or regulation.
8. The Authentication Services will be requested only for Qualified Subscriber's exclusive use and held in strict confidence except to the extent that disclosure to others is required by law. Qualified Subscriber will not disclose the OFAC Alert or the Authentication Services scores or reason codes to any third party except to the extent that disclosure to others is required by law. Qualified Subscriber may not allow a third party service provider (hereafter "**Service Provider**") to access or use the Authentication Services on Qualified Subscriber's behalf unless Reseller and Qualified Subscriber obtain Equifax's prior written consent. In addition, the territorial provisions in Section 8

of these Terms and Conditions are fully applicable to any Service Provider of Qualified Subscriber that has access to the Authentication Services.

9. Qualified Subscriber will access, use or store the Authentication Services and Authentication Information only at or from locations within the territorial boundaries of the United States, Canada and the United States territories of Puerto Rico, Guam and the Virgin Islands (the "**Permitted Territory**"). Qualified Subscriber may not access or use the Authentication Services at or from, the Authentication Services or Authentication Information to, any location outside of the Permitted Territory without first obtaining Equifax's written permission.
10. Qualified Subscriber will hold Equifax, Reseller, and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of Authentication Information by Qualified Subscriber, its employees or agents contrary to the conditions of Section 1 or applicable law.
11. OFAC Alert services may be performed through the operations of Equifax's Affiliate, CDC. Qualified Subscriber agrees that all release, disclaimer and limitation of liability language in the agreement between Cox and Qualified Subscriber applicable to Equifax applies to CDC as well. Equifax agrees that it is primarily responsible to ensure that the OFAC Alert services are performed in accordance with the terms of the Dealertrack Compliance Products Additional Terms and and these Terms and Conditions. Neither Equifax nor CDC represent or warrant the performance of the OFAC Alert service constitutes compliance with any law or regulation.
12. Qualified Subscriber recognizes that every business decision represents an assumption of risk and that Equifax, in furnishing information or the Authentication Services to Qualified Subscriber, does not underwrite or assume Qualified Subscriber's risk in any manner. EQUIFAX DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE AUTHENTICATION SERVICES PROVIDED TO QUALIFIED SUBSCRIBER. NEITHER EQUIFAX, RESELLER NOR ANY OF THEIR DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, LICENSORS, AFFILIATED COMPANIES OR AFFILIATED CREDIT BUREAUS ("**AFFILIATED PERSONS AND ENTITIES**") WILL BE LIABLE TO QUALIFIED SUBSCRIBER FOR ANY LOSS OR INJURY ARISING OUT OF, OR CAUSED IN WHOLE OR IN PART BY, ITS ACTS OR OMISSIONS, EVEN IF NEGLIGENT IN PROCURING, COMPILING, COLLECTING, INTERPRETING, PROCESSING, REPORTING OR TRANSMITTING ANY INFORMATION, OR THE AUTHENTICATION SERVICES. QUALIFIED SUBSCRIBER RECOGNIZES THAT ACCESSING THE AUTHENTICATION SERVICES WITH ADDITIONAL OR DIFFERENT IDENTIFICATION INFORMATION ON A CONSUMER, OR WITH THE SAME INFORMATION AT A DIFFERENT TIME FROM A PRIOR REQUEST FOR INFORMATION, MAY RESULT IN FILE CONTENT DIFFERENT FROM THAT ON THE DATE OF THE ORIGINAL ACCESS. QUALIFIED SUBSCRIBER WILL INDEMNIFY AND HOLD HARMLESS EQUIFAX, RESELLER AND THEIR AFFILIATED PERSONS AND ENTITIES FROM AND AGAINST ANY DIRECT AND ACTUAL LOSS, COST, LIABILITY AND EXPENSE (INCLUDING REASONABLE ATTORNEY FEES) RESULTING FROM QUALIFIED SUBSCRIBER'S BREACH OF ANY OF ITS OBLIGATIONS CONTAINED IN THESE TERMS AND CONDITIONS.
13. WITHOUT LIMITING ANY OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, QUALIFIED SUBSCRIBER AGREES THAT NEITHER EQUIFAX NOR RESELLER NOR ANY OF THEIR DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR LICENSORS, SHALL BE LIABLE TO SUBSCRIBER OR ANY CUSTOMER FOR ANY LOSS

OF USE OR GOODWILL, INTERRUPTION OF BUSINESS, LOSS OR INACCURACY OF BUSINESS INFORMATION, LOSS OF PROFITS OR REVENUE, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, ARISING FROM OR RELATED TO QUALIFIED SUBSCRIBER'S USE, INABILITY TO USE, OR MISUSE OF THE AUTHENTICATION SERVICES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF EQUIFAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Qualified Subscriber will be charged for the Authentication Services by Reseller. Reseller is responsible for paying Equifax for the Authentication Services.
15. Written notice by either party to the other will terminate these Terms and Conditions effective ten (10) days after the date of that notice, but the obligations and agreements set forth in Sections 4, 5, 6, 8, 9, 10, 12 and 13 herein will remain in force. For this purpose, an election by Equifax to terminate the Qualified Subscriber will be deemed a breach of these Terms and Conditions by the Qualified Subscriber and Reseller has the right to terminate Qualified Subscriber immediately in such event.
16. These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Delaware.
17. These Terms and Conditions constitute the entire agreement of Equifax and Qualified Subscriber with respect to Qualified Subscriber receiving Equifax Authentication Services and no changes in these Terms and Conditions may be made except in writing by an officer of Equifax.

EXHIBIT B

EQUIFAX QUALIFIED SUBSCRIBER TERMS AND CONDITIONS FOR OFAC ALERT (COMMERCIAL)

OFAC Alert is an automated, user-friendly information service provided by Equifax Compliance Data Center ("CDC") designed to facilitate compliance with laws and regulations administered by, or whose administration is to be delegated to, the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). OFAC Alert compares new or existing account information to CDC's comprehensive database of SDNs ("**Specially Designated Nationals**") and Blocked Persons. Principals as well as businesses and charities can be screened using OFAC Alert. OFAC Alert will be received by Customer (hereinafter referred to as "**Qualified Subscriber**") through Cox (hereinafter referred to as "**Reseller**") subject to the following conditions (the "**Terms and Conditions**"):

1. OFAC Alert is based on information that was not collected, in whole or in part, for the purpose of serving as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; employment purposes; or any other purpose authorized under the Federal Credit Reporting Act ("**FCRA**"). Accordingly, Qualified Subscriber will not use an OFAC Alert indicator as part of its decision-making process for determining a consumer's or businesses' eligibility for any credit or any other FCRA permissible purpose. Qualified Subscriber acknowledges that such an indicator is merely a message that the consumer or business may be listed on one or more U.S. government-maintained lists of persons subject to economic sanctions, and Qualified Subscriber should follow its own internal compliance procedures with regard to contacting the appropriate government agency for confirmation and instructions. The OFAC Alert indicator may or may not pertain to the individual or business referenced in your inquiry. Qualified Subscriber acknowledges receipt of the Equifax OFAC User Guide, and shall refer to it for further guidance on the use of OFAC Alert.
2. All data obtained by Qualified Subscriber pursuant to these Terms and Conditions and any Information obtained from OFAC Alert is only to be used by Subscriber's responsible financial personnel to prevent transactions with entities on the OFAC SDN list associated with business accounts. Qualified Subscriber shall confirm that the applicant is or would qualify as a business customer, and is not a consumer applying for a financial product or service from Qualified Subscriber that is to be used primarily for personal, family, or household purposes. In no event is OFAC Alert to be used to evaluate applications for accounts intended to be used primarily for personal, family or household purposes; to identify the risk of consumer accounts; to locate former or delinquent holders of accounts intended to be used primarily for personal, family or household purposes; or to prevent fraud with respect to accounts intended to be used primarily for personal, family or household purposes; or to market products or services of any kind. In no event will Qualified Subscriber sell, license, rent or otherwise provide OFAC Alert Information Services or any portion thereof, to any third party. Qualified Subscriber will comply with the applicable federal, state and local law in connection with its receipt and use of OFAC Alert. Qualified Subscriber will use OFAC Alert in accordance with these Terms and Conditions, and all information and data provided or obtained through use of OFAC Alert (the "**Information**"), for the foregoing purposes and none other.
3. Qualified Subscriber certifies that it is not (i) an adult entertainment service of any kind; (ii) a business that operates out of an apartment or within a residence; (iii) a credit counseling firm or credit repair clinic; (iv) a dating service (including online dating); (v) an online gambling business of any kind; (vi) a massage or tattoo service; (vii) an individual seeking information for their private use; or (viii) a company or individual involved in spiritual counseling.

4. OFAC Alert will be requested only for Qualified Subscriber's exclusive use and held in strict confidence except to the extent that disclosure to others is required by law. Qualified Subscriber will not disclose OFAC Alert Information to any third party except to the extent that disclosure to others is required by law. Qualified Subscriber may not allow a third party service provider (hereafter "**Service Provider**") to access or use OFAC Alert on Qualified Subscriber's behalf unless Reseller and Qualified Subscriber obtain Equifax's prior written consent. In addition, the territorial provisions in Section 5 of these Terms and Conditions are fully applicable to any Service Provider of Qualified Subscriber that has access to OFAC Alert Information.
5. Qualified Subscriber will access, use or store OFAC Alert and Information only at or from locations within the territorial boundaries of the United States, Canada and the United States territories of Puerto Rico, Guam and the Virgin Islands (the "**Permitted Territory**"). Qualified Subscriber may not access, use or store OFAC Alert and Information at or from, or send OFAC Alert or Information to, any location outside of the Permitted Territory without first obtaining Equifax's written permission.
6. Qualified Subscriber will hold Equifax, Reseller and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of Information by Qualified Subscriber, its employees or agents contrary to these Terms and Conditions or applicable law.
7. Qualified Subscriber recognizes that *every* business decision represents an assumption of risk and that Equifax, in furnishing Information or OFAC Alert to Qualified Subscriber, does not underwrite or assume Qualified Subscriber's risk in any manner. EQUIFAX DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF OFAC ALERT INFORMATION PROVIDED TO QUALIFIED SUBSCRIBER. NEITHER EQUIFAX, NOR ANY OF ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, LICENSORS, AFFILIATED COMPANIES OR AFFILIATED CREDIT BUREAUS ("**AFFILIATED PERSONS AND ENTITIES**") WILL BE LIABLE TO QUALIFIED SUBSCRIBER FOR ANY LOSS OR INJURY ARISING OUT OF, OR CAUSED IN WHOLE OR IN PART BY, ITS ACTS OR OMISSIONS, EVEN IF NEGLIGENT IN PROCURING, COMPILING, COLLECTING, INTERPRETING, PROCESSING, REPORTING OR TRANSMITTING ANY INFORMATION, OR OFAC ALERT. QUALIFIED SUBSCRIBER WILL INDEMNIFY AND HOLD HARMLESS EQUIFAX AND ITS AFFILIATED PERSONS AND ENTITIES FROM AND AGAINST ANY DIRECT AND ACTUAL LOSS, COST, LIABILITY AND EXPENSE (INCLUDING REASONABLE ATTORNEY FEES) RESULTING FROM QUALIFIED SUBSCRIBER'S BREACH OF ANY OF ITS OBLIGATIONS CONTAINED IN THESE TERMS AND CONDITIONS.
8. WITHOUT LIMITING ANY OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, QUALIFIED SUBSCRIBER AGREES THAT NEITHER EQUIFAX NOR ANY OF ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR LICENSORS, SHALL BE LIABLE TO QUALIFIED SUBSCRIBER FOR ANY LOSS OF USE OR GOODWILL, INTERRUPTION OF BUSINESS, LOSS OR INACCURACY OF BUSINESS INFORMATION, LOSS OF PROFITS OR REVENUE, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, ARISING FROM OR RELATED TO QUALIFIED SUBSCRIBER'S USE, INABILITY TO USE, OR MISUSE OF OFAC ALERT,

REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF EQUIFAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Qualified Subscriber will be charged for the OFAC Alert by Reseller. Reseller is responsible for paying Equifax for OFAC Alert.
10. Written notice by either party to the other will terminate these Terms and Conditions effective ten (10) days after the date of that notice, but the obligations and agreements set forth in Sections 1, 2, 4, 5, 6, 7, 8 and 11 herein will remain in force. For this purpose, an election by Equifax to terminate the Qualified Subscriber will be deemed a breach of these Terms and Conditions by the Qualified Subscriber and Reseller has the right to terminate Qualified Subscriber immediately in such event.
11. These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its conflicts of laws provisions. These Terms and Conditions constitute the entire agreement of Equifax and Qualified Subscriber with respect to Qualified Subscriber receiving OFAC Alert Information Service and no changes in these Terms and Conditions may be made except in writing by an officer of Equifax.