

Experian Information Solutions, Inc. ("Experian")

Terms of Use

1. Customer must operate in one of the following industries:
 - a. Banking and Financial Services;
 - b. Internet Payment Processing; or
 - c. Land Based Casino.
2. Customer must not conduct business as any of the following business types:
 - a. Bail bond enforcement or bounty hunters;
 - b. Internet people locator services;
 - c. Diet centers;
 - d. Adoption search firms;
 - e. Credit repair companies or credit clinics;
 - f. Non-Credit Repair Organizations Act (CROA) For Profit Credit Counseling;
 - g. Loan modification companies;
 - h. Debt settlement companies;
 - i. Investigative companies;
 - j. Media agencies, news agencies or journalists;
 - k. Law enforcement;
 - l. Non-governmental agencies or businesses associated with the collection of child support;
 - m. Companies identified on Experian Customer Alert List, as updated from time to time;
 - n. Businesses operating out of a residence;
 - o. Dating services;
 - p. Asset location services;
 - q. Condominium/homeowners associations;
 - r. Future services (i.e., health clubs, continuity clubs, etc.);
 - s. Country clubs;
 - t. Timeshare;
 - u. Companies in the insurance vertical market;
 - v. Companies involved and/or associated with inappropriate adult content websites and/or adult-type telephone services;
 - w. Companies known to have been involved in credit fraud or other unethical business practices;
 - x. Companies known to have been involved in child labor, forced labor, or human trafficking;
 - y. Companies known to have been involved in narcotics, pyramid schemes, illegal lotteries/lottery brokers, and/or tax evasion;
 - z. Companies involved and/or associated with gun and weapons manufacturers or distributors; advertising or targeting children (under 18 years old); convicted felons as entity principals or beneficial owners; marijuana-related businesses; or companies that provide a service relating to data analytics or targeting (directly or indirectly) for purposes related to campaigning, lobbying, activist and protest groups, or political purposes; and
 - aa. Companies listed on the Departments of Commerce, International Trade Administration's, Consolidated Screening List available at <https://www.trade.gov/consolidated-screening-list> or the then current website resource.
3. Customer acknowledges that data returned by this Service may contain information from the Death Master File as issued by the Social Security Administration ("DMF"). Customer hereby certifies pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102

that, consistent with its applicable FCRA or GLB use of data returned by this Service, Customer's use of deceased flags or other indicia within such data is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules, regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1); and Customer further certifies that it will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within such data.

4. Customer certifies that it shall implement and maintain a comprehensive information security program written in one or more readily accessible parts and that contains administrative, technical, and physical safeguards that are appropriate to Customer's size and complexity, the nature and scope of its activities, and the sensitivity of the information provided to Customer by this Service; and that such safeguards shall include the elements set forth in 16 C.F.R. § 314.4 and shall be reasonably designed to (i) ensure the security and confidentiality of the information provided by this Service, (ii) protect against any anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer.
5. Customer must provide a verifiable business address in Australia, Canada, Germany, New Zealand, or the United States and be approved prior to being granted access to this Service, and Customer may not access the data returned from this Service within the United Kingdom.
6. IN THE EVENT THAT CUSTOMER USES THE SERVICES FOR COMPLIANCE WITH ANY LAW, REGULATION OR SIMILAR REQUIREMENT APPLICABLE TO CUSTOMER, INCLUDING WITHOUT LIMITATION THE RED FLAGS RULES UNDER THE FAIR AND ACCURATE CREDIT TRANSACTIONS ACT OR THE REGULATIONS PURSUANT TO THE OFFICE OF FOREIGN ASSETS CONTROL, CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR SUCH COMPLIANCE, INCLUDING WITHOUT LIMITATION THE SUFFICIENCY OF THE SERVICE FOR SUCH PURPOSE AND ANY AND ALL SELECTION OF CRITERIA OR ATTRIBUTES USED IN THE SERVICES. CUSTOMER SHALL DEFEND AND INDEMNIFY EXPERIAN AND ITS RESPECTIVE AFFILIATES FOR ANY AND ALL LIABILITIES, COSTS AND EXPENSES AND/OR DAMAGES INCURRED BY EXPERIAN AND/OR ITS AFFILIATES RESULTING FROM ANY NONCOMPLIANCE WITH APPLICABLE LAW BY CUSTOMER.