



CLIENT AGREEMENT

This Client Agreement (hereinafter "Agreement") is made and entered into by and between OPENonline, LLC, 1650 Lake Shore Drive, Columbus, OH 43204 ("OPENonline"), and _____, _____ ("Client"). This Agreement shall be effective on the date of the last signature below (the "Effective Date").

RECITALS

WHEREAS, Client plans to access certain public record information from OPENonline for lawful business reasons;

WHEREAS, OPENonline and Client desire to further define the terms by which information will be made accessible by OPENonline to Client;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, OPENonline and Client hereby agree as follows:

AGREEMENT

1. **Client's Certification of Legal Compliance.** Client certifies that the information it accesses from OPENonline will not be used in violation of any applicable federal, state or local laws. Client accepts full responsibility for complying with all such laws and for using the information it accesses from OPENonline in a legally acceptable fashion. Client certifies to OPENonline that any information accessed from OPENonline will **not** be used for any purpose covered by the Fair Credit Reporting Act ("FCRA"). Client understands and agrees that it is strictly prohibited from using any information accessed from OPENonline for employment screening, tenant screening, credit screening, insurance underwriting or any other purpose that is governed by the FCRA. Client represents and warrants that any information accessed from OPENonline shall not be used for such purposes.

2. **No Legal Advice From OPENonline.** Client acknowledges the importance of complying with its obligations under applicable law and agrees that it will consult with legal counsel as appropriate regarding the acquisition and use of information from OPENonline. Client understands and acknowledges that OPENonline is not a law firm and does not provide legal advice in connection with its services. Client understands that any communications by OPENonline's employees or representatives are not to be considered or construed in any way, directly or indirectly, as legal advice.

3. **Obligations As To Information Accessed From OPENonline.**

A. **Decision-making.** Client accepts full responsibility for any action premised in part or whole on information accessed from OPENonline.

B. **Client's Information Security Obligations.** Client agrees to do the following in order to preserve the security of the information being accessed pursuant to this Agreement:

1. **Prevent Misuse Of Information.** Client shall only access information for one-time use. Client agrees to take appropriate measures so as to protect against the misuse and/or unauthorized access of such information. Client agrees that OPENonline may temporarily suspend Client's access pending an investigation of Client's use or access. Client agrees to cooperate fully with any and all investigations. If any misuse or unauthorized access is found, OPENonline may immediately terminate this Agreement.

2. Properly Maintain The Client Account. Client is responsible for the administration and control of Account IDs by its employees and third parties and shall identify a security administrator to coordinate with OPENonline. Client shall manage all Account IDs and notify OPENonline promptly if any Account ID becomes inactive or invalid. Client shall follow the policies and procedures of OPENonline with respect to account maintenance as communicated to Client from time to time.
3. Limit Access Within Organization. Client shall disclose information accessed from OPENonline internally only to Client's designated and authorized employees having a need to know and only in accordance with the Agreement and applicable law. Client shall ensure that such designated and authorized employees shall not attempt to obtain any information on themselves, associates, or any other person except in the reasonable exercise of their official duties.
4. Limit Distribution Outside of Organization. Client shall hold any information obtained from OPENonline in strict confidence, and not disclose it to any third-parties except as necessary to comply with the law.

B. SSN Verification, SSN Trace and ID Verification. Client certifies that it will use reference services such as SSN Verification, SSN Trace and ID Verification services for its own use and shall hold any and all information obtained from use of the services in strict confidence. Client shall not request, obtain or distribute SSN Trace, SSN Verification and ID Verification information for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this agreement to any other party, whether alone or in conjunction with Client's own data or otherwise in any service which is derived from the SSN Verification and ID Verification. Client further certifies that the services shall be requested by and disclosed only to Client's designated and authorized employees and that such employees shall use services only for permissible purpose in the exercise of their official duties.

C. Death Records. Client certifies that it follows requirements of 15CFR Part 1110 for access to the Limited Access Death Master File, NTIS, U.S. Department of Commerce. This includes Death Records Services and Identity Verification Services. Failure to comply may subject you to penalties under 15CFR 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year. Adverse action should not be taken against any individual without further investigation to verify the death listed. SSA does not guarantee the accuracy of the Limited Access Death Master File, NTIS, U.S. Department of Commerce, nor does the SSA have a death record for every deceased person. Purposes for accessing are limited to fraud and legitimate business to verify identity, prevent identity fraud and verify a death, such as someone receiving a benefit or payment is deceased or support of fulfillment of benefits to beneficiaries.

D. Customer hereby certifies that Moving Violation Reports and/or Driving Records (MVRs) shall only be ordered in strict compliance with the Driver Privacy Protection Act ("DPPA", at 18 U.S.C. § 2721 et seq.) and any related state laws. Client shall not retain or store any OPENonline-provided MVR results or portions of information contained therein in any database or combine such information with data in any other database, Customer shall not transmit any data contained in the resulting MVR via the public internet, electronic mail or any other unsecured means.

4. Warranties, Remedies, and Indemnification.

A. Client understands that OPENonline obtains information "AS IS" and, therefore, is providing the information to Client "AS IS": OPENonline makes no representation or warranty whatsoever, express or implied, including, but not limited to, implied warranties of merchantability or fitness for particular purpose. OPENonline expressly disclaims any and all such representations and warranties.

B. Client shall indemnify, defend, and hold harmless OPENOnline, its vendors and service providers, affiliates, and subsidiaries and their respective officers, directors, and employees from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity ("Claims") to the extent caused by: (i) any material breach by Client of this Agreement or addenda to this Agreement (including but not limited to Client's promise not to use OPENOnline's information for any FCRA-covered purpose), (ii) Client's violation of applicable laws or ordinances, or (iii) Client's negligence, misconduct, recklessness, errors or omissions.

C. OPENOnline shall not be liable to Client for any consequential, incidental, punitive, special, exemplary or indirect damages (including lost profits or lost savings), even if advised of the possibility of the occurrence of such damages. OPENOnline's aggregate liability shall not exceed the total fees paid to OPENOnline during the twelve (12) month period immediately preceding the date in which such liability arose. If the claim arises in the first twelve months of the Agreement, the liability cap will be determined by multiplying by 12 the average monthly fees paid by Client in the months preceding the claim. The prices offered to Client are premised on this cap on damages.

5. Fees and Invoices. Client shall pay all costs and fees for information accessed at then-applicable rates. Client shall be responsible for all charges incurred, including applicable fees, as well as charges resulting from Client's errors in inputting data, duplicate requests, and errors in transmission. Client will be billed monthly for services rendered on its behalf. **Invoices are due and payable upon receipt** and considered past due after thirty (30) days from date of invoice. Unpaid balances thereafter are subject to a monthly interest charge of up to 1.5% per month from the date of the invoice until the obligation is paid in full, as allowed by law. Client shall review all invoices furnished and shall notify OPENOnline of any discrepancies within thirty (30) days of receipt of the invoice. Absent an appropriate notice within thirty (30) days, the invoice will be deemed approved and accepted by Client. If it becomes necessary for OPENOnline to pursue any collection of any amount due from Client under this Agreement, in addition to the principal amount due and interest, OPENOnline shall be entitled to recover its costs of collection including, without limitation, reasonable attorney's fees, as allowed by law.

6. Miscellaneous.

A. Term. This Agreement may be terminated by either OPENOnline or Client for any reason whatsoever upon thirty (30) days' prior written notice to the other party. Notwithstanding the above, OPENOnline may terminate this Agreement immediately upon written notice if Client is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if Client undergoes a change in ownership. In addition, OPENOnline may terminate the Agreement immediately if it determines in its sole discretion that Client has violated the Agreement or a separate legal requirement, or if it determines that there has been a material change in existing legal requirements that adversely affects the Agreement.

B. Counterparts; Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

C. Independent Contractor. Each party is and shall remain an independent contractor. Neither party is authorized to assume or create an obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner.

D. Address Change. Client shall notify OPENOnline if Client changes its name or address.

E. Information for "Vetting Purposes". Client shall be expected to provide certain information to OPENOnline regarding the nature of its business so that OPENOnline may appropriately "vet" Client before providing information.

F. General Legal Compliance. Client shall comply with all laws applicable to its accessing, receipt, or use of information from OPENOnline.

G. Audits. OPENonline shall have the right to conduct periodic audits of Client's compliance with this Agreement. The scope and frequency of any audit shall be at the reasonable discretion of OPENonline. Any violations discovered as a result of such audit may be cause for immediate action by OPENonline, including, but not limited to, immediate termination of this Agreement.

H. Forum Selection and Choice of Law. Ohio law and federal law will govern this Agreement for all matters except for collections. The parties agree that any legal disputes other than collection matters will be handled in the appropriate state court in Ohio or the appropriate federal court in Ohio. Both parties agree that personal jurisdiction exists in Ohio.

I. Validity of Agreement. The invalidity or unenforceability of any one provision of this Agreement shall not impair the validity and enforceability of the remaining provisions.

J. Force Majeure. The obligation of OPENonline to perform under this Agreement shall be excused if caused by matters beyond its reasonable control, including, without limitation, government regulation or law, war or insurrection, civil commotion, destruction of production facilities or material by earthquake, fire, flood, storm or other natural disaster, labor disturbances, epidemic or failure of suppliers, public utilities or common carriers.

K. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, Client shall not assign or otherwise transfer this Agreement or any interest herein without the prior written consent of OPENonline.

L. No Third-Party Beneficiaries. Except as specifically provided for herein, this Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.

M. No Waiver. The failure of either party to insist on prompt performance of their duties shall not constitute a waiver of that duty.

N. Exhibits and Schedules Incorporated. All Exhibits and Schedules attached hereto are incorporated herein.

O. Survival. The following provisions shall survive termination of this Agreement: 4, 5, 6H, 6J, 6K, 6L, 6M, and 6N.

P. Entire Agreement. This Agreement and any attachments hereto constitute the entire agreement between the parties and supersede all prior understanding, written or oral, between the parties with respect to the subject matter hereof. No changes or alterations may be made to this Agreement unless in writing signed by duly-authorized representatives of each party to this Agreement.

In signing this Agreement on behalf of Client, the individual below hereby certifies that he/she has direct knowledge of the facts addressed above and that **he/she is authorized to execute this Agreement on behalf of Client.**

Client's Legal Business Name

OPENonline, LLC

Signature _____

Signature _____

Printed _____

Printed _____

Title _____

Title _____

Date _____

Date _____