

**SUBSCRIBER CERTIFICATION  
OF USE FOR  
NON-PUBLIC INFORMATION EXCEPTED FROM RESTRICTION**

WHEREAS, the Federal Gramm-Leach-Bliley Act, 15 U.S.C.A. Section 6801 *et seq.* (2000), ("GLB Act") was enacted to protect the use and disclosure of non-public personal information, including, in certain instances, the use of identifying information only; and

WHEREAS, the GLB Act provides limited exceptions under which such information may be used;

NOW, THEREFORE, \_\_\_\_\_ ("Subscriber") hereby certifies to USPUBLICINFO.COM. ("USPUBLICINFO.COM") that Subscriber has determined that Subscriber's use of certain identification-only products ("Reference Products"), including but not limited to, Credit Header Products is pursuant to an exception under the GLB Act;

These Reference Products constitute individual reference products under the Individual Reference Service Group Principles, dated December 15, 1997 ("IRSG Principles"). Subscriber acknowledges that it is in its best interest to implement the IRSG Principles and agrees, that in addition to using these Reference Products pursuant to a GLB Act exception, it will use these Reference Products in compliance with IRSG Principles. Subscriber hereby certifies that its use of the Reference Products shall be for the GLB Act exception(s) designated on the attached document, (Exhibit A), "Certification of uses for Non-Public Information Products"

By signing below, Subscriber acknowledges that Subscriber has read and does understand the information set forth above and understands that failure to abide by the principles of the IRSG or attempting to access restricted information for any reason other than as designated by Subscriber in Exhibit A may result in immediate termination of access or to other remedies. Further, Subscriber acknowledges receipt of "Access Security Requirements" (Exhibit B) and "Restricted Uses" (Exhibit C) and agrees to abide by the terms and conditions described therein.

Subscriber understands that USPUBLICINFO.COM cannot provide legal advice regarding the appropriate uses of non-public, personal information and that it is Subscriber's obligation and responsibility to seek legal counsel in interpreting the applicable laws and IRSG principles. However, regardless of the opinion of Subscriber's legal counsel, USPUBLICINFO.COM will allow or restrict access to products based on USPUBLICINFO.COM's understanding of the applicable laws and IRSG principles. All such decisions are the sole discretion of USPUBLICINFO.COM and shall be final.

**After June 30, 2001, you will not be able to access GLB headers from USPUBLICINFO.COM until we receive your paperwork. We are sorry for this late announcement. This information has only been provided to us the last few days.**

**Be aware that one section of the GLB Subscriber Agreement includes the following verbiage:**

**"If Subscriber willing and knowingly obtains information for an improper purpose or without the proper consent under the GLB or any other acceptable law, or uses the report improperly, Subscriber agrees that such are material breaches of the Agreement and such a breach may result in immediate termination of the Agreement and access. Subscriber also agrees to pay USPUBLICINFO.COM the sum of \$100,000 as liquidated damages for such breach"**

**The reason this section is included in this agreement is that USPUBLICINFO.COM's agreement with its header vendor includes the same section. It is very important for USPUBLICINFO.COM, as a provider of credit headers to industries that the credit bureaus would prefer not to service, to do everything in its power to ensure that credit headers are used properly and within the guidelines of all applicable law and the guidelines of this agreement. Please do not abuse this access.**

Subscriber acknowledges that the data it obtains from USPUBLICINFO.COM is compiled by USPUBLICINFO.COM from numerous suppliers and that Subscriber has been allowed access to the data because

of its representations of its authorized use of this data. Subscriber shall indemnify, defend and hold harmless USPUBLICINFO.COM and its suppliers from and against any and all liabilities, damages, losses, claims, costs, fees and expenses (including attorney fees) arising out of or related to Subscriber's use of the data obtained from USPUBLICINFO.COM. USPUBLICINFO.COM and its suppliers are entitled to enforce the data security, use, legal compliance, and indemnification provisions of this and all other Agreements by and between Subscriber and USPUBLICINFO.COM directly against the Subscriber as third party beneficiaries. If Subscriber obtains information for an improper purpose or without the proper consent under GLB or any other applicable law, or uses the report improperly, or allows the resale of credit information, Subscriber agrees that such are material breaches of this Agreement and such a breach may result in immediate termination of this Agreement and access. Subscriber further agrees that such an act would cause USPUBLICINFO.COM irreparable harm and that damages are not readily determinable and agrees to pay USPUBLICINFO.COM the sum of \$100,000 as liquidated damages for such breach.

**USPUBLICINFO.COM will, from time to time, in the ordinary course of business, in order to fulfill its compliance obligations, routinely and randomly audit, through a variety of means, the use of information obtained by USPUBLICINFO.COM Subscribers from USPUBLICINFO.COM. Subscriber agrees to provide to USPUBLICINFO.COM such access or documentation as USPUBLICINFO.COM deems necessary to perform such audits in order to verify the legitimacy of a request for non-public information. USPUBLICINFO.COM shall protect the confidentiality of all information obtained through such audits. Subscriber acknowledges that failure to provide such access or documentation may result in immediate restriction of access or other remedies.**

**Subscriber's Initials:** \_\_\_\_\_

This certification shall be treated as confidential information and Subscriber shall not directly or indirectly disclose to any third party the terms of this certification without USPUBLICINFO.COM prior written consent. This certification shall amend any Agreement or Individual Reference Services Products Addendum which pertains to the subject matter hereof which is currently in existence between USPUBLICINFO.COM and Subscriber.

\_\_\_\_\_  
Printed or Typed Name of Authorized Signer

\_\_\_\_\_  
Printed or Typed Name of USPUBLICINFO.COM

\_\_\_\_\_  
FEIN (or SSN of sole proprietor)

\_\_\_\_\_  
Title of Authorized Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

***(Please Note: Your signature must be notarized as described below.)***

#### **ACKNOWLEDGEMENT**

On the \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me personally came

\_\_\_\_\_ (Name)

to me known, who, being by me duly sworn and say that he/she is the \_\_\_\_\_  
(Title) of

\_\_\_\_\_  
(Business Name)

the business described in and which executed the foregoing instrument. If the business is a corporation, the individual has stated that

he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order

of the board of directors of said corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
(NOTARY PUBLIC)

**Exhibit A – CERTIFICATION  
Of  
Uses for Non-Public information Products  
Check all uses that apply**

<b>GLB Exempted Uses</b>	<b>IRSG Acceptable Uses</b>
<input type="checkbox"/> <input type="checkbox"/> Witness and Victim Locating in a Documented Criminal or Civil Action. <input type="checkbox"/> <input type="checkbox"/> Apprehending Criminals (Law Enforcement Only) <input type="checkbox"/> <input type="checkbox"/> Locating Fraud Victims in an Active Criminal or Civil Investigation <input type="checkbox"/> <input type="checkbox"/> Fraud Prevention <input type="checkbox"/> <input type="checkbox"/> Insurance Claims Investigations <input type="checkbox"/> <input type="checkbox"/> For required institutional risk control or for resolving consumer disputes inquiries. Please describe the activities that you feel fall under this category: <hr/> <hr/> <hr/>	<input type="checkbox"/> <input type="checkbox"/> Child Support Enforcement <input type="checkbox"/> <input type="checkbox"/> Finding Owners of Unclaimed Goods <input type="checkbox"/> <input type="checkbox"/> Legal Process Service <input type="checkbox"/> <input type="checkbox"/> Locate Alumni, Class Reunions <input type="checkbox"/> <input type="checkbox"/> Locate Beneficiaries, and Heirs <input type="checkbox"/> <input type="checkbox"/> Locate Former Patients (Medical Industry Only) <input type="checkbox"/> <input type="checkbox"/> Locate Missing Persons <input type="checkbox"/> <input type="checkbox"/> People Locator Service

**While other uses for non-public records may be allowable under the GLB and the IRSG the purposes for which we may allow access to these products are limited to those listed above.**

I hereby certify that the above-checked uses of USPUBLICINFO.COM's products constitute all the purposes for which we will request non-public information from USPUBLICINFO.COM. In signing this certification, I agree to

inform USPUBLICINFO.COM in *advance* should my USPUBLICINFO.COM require non-public information for any reason other than those indicated above.

\_\_\_\_\_  
Printed or Typed Name of Authorized Signer      Printed or Typed Name of USPUBLICINFO.COM

\_\_\_\_\_  
FEIN or SNN      Title of Authorized Signer

\_\_\_\_\_  
Signature      Date

**“ACCESS SECURITY REQUIREMENTS”**

We recognize and accept our obligation to support and implement policies that protect the confidential nature of information we provide through our services (which include providing access to information contained in the databases of the three national credit bureaus) and to ensure respect for consumer’s rights to privacy. Therefore, we provide our services only to pre-approved companies that have an acceptable use for credit headers and credit header information.

We strive to achieve and to enforce the highest levels of legal and ethical conduct in the use of credit header information. We seek to tailor our credit header products, and to limit access to them, in a fair and balanced manner, one that respects both legitimate needs for information and legitimate privacy concerns. We are not providing you with a consumer report, and you are certifying that you will not use information obtained from us for any purpose covered under the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.)

You may only use credit header information to locate or to further identify the subject of that credit header information. You may not and should not use credit header information, in whole or in part, to determine a consumer’s eligibility for credit, for employment, or for insurance, nor may you use credit header information for any other purpose for which you might properly obtain a consumer report. If adverse action is to be taken against the subject of a credit header report and the basis for such adverse action is information obtained or derived from credit header information, you must verify such information from another source before taking such adverse action.

We require all third-party users to take strict precautions to secure any system or device used to access credit header information. To that end, we have established the following requirements:

1. You must appoint and identify a Security Designate who will have responsibility within your USPUBLICINFO.COM to oversee

the stipulations listed below. Name: \_\_\_\_\_ Title: \_\_\_\_\_

2. You consider and treat your account number and password as “sensitive information.” You must protect your account number and password in a way that assures that only key personnel have access to and knowledge of this sensitive information. Under no circumstances should you give unauthorized persons information concerning your account number or password. You must notify USPUBLICINFO.COM immediately so that new passwords can be issued when: those USPUBLICINFO.COM personnel who have access to USPUBLICINFO.COM’s data are terminated from employment, transferred and/or job duties have been reassigned where access to data is no longer required; or you become aware of suspect or questionable activity regarding access to USPUBLICINFO.COM’s data; or you become aware of any potential compromise of your systems that may expose USPUBLICINFO.COM’s data to security vulnerabilities.

3. 3. The system access software you use (whether developed by you or purchased from a third-party vendor) must “hide” or “embed” your account number and password so that only supervisory personnel know your account number and password. You must assign each end user of your system access software unique passwords.
4. 4. You must not discuss your account number and password over the telephone with any unknown caller, even if the caller claims to be our employee.
5. 5. You must restrict the ability to obtain credit header information to a few key personnel.
6. 6. Credit header information obtained through our service CANNOT be sold to the general public, in whole or in part, under any circumstances.
7. 7. Credit header information you obtain through our service must be obtained on the basis of an “Acceptable Use,” as defined in the industry principles developed by the Individual Reference Service Group (IRSG) with the assistance of the Federal Trade Commission ([http://www.irsg.org/html/industry\\_principles\\_principles.htm](http://www.irsg.org/html/industry_principles_principles.htm)) and must be used pursuant to an exception as defined by the Gramm-Leach-Bliley Act.

**A violation of the IRSG Principles may constitute an “unfair and deceptive practice” under the Federal Trade Commission Act.**

By signing below, you acknowledge that you have read and understood the information set forth above, and that you understand that we will deny service to you if you fail to abide by these rules and principles.

\_\_\_\_\_  
Typed or Printed USPUBLICINFO.COM Name

\_\_\_\_\_  
Name Authorized Signer

\_\_\_\_\_  
USPUBLICINFO.COM Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Tax ID

\_\_\_\_\_  
Date

**“RESTRICTED USES”**

**The following is a list of unacceptable uses for our services, products or information:**

1. 1. May NOT be used to locate suspects in a criminal or civil lawsuit in order to develop a news story.
2. 2. May NOT be used to track down victims of fraud, their family members or friends to develop a news story.
3. 3. May NOT be used to locate lost loves, friends, family members or for personal reasons (e.g. dating, etc.)
4. 4. May NOT be used for purposes that may cause physical or emotional harm to the subject of the report (e.g. stalking, harassing, etc.)
5. 5. May NOT be used to search for individuals involved in an adoption (children, parents, siblings, etc.)
6. 6. May NOT be used to locate personal information on well known / high profile celebrities, government officials, etc.
7. 7. May NOT be used in connection with credit repair services, to locate previous debtors or to assist in the determination of whether or not to file a personal lawsuit or judgement against the subject of the report.
8. 8. May NOT be used to access individual reference data on ones self or out of personal curiosity.

9. 9. May NOT be used by Professional and Commercial users for purposes that are not within their normal course of business (e.g. A collection agency may NOT use our services / products to locate a witness to a crime)

**A violation of the IRSG Principles may constitute an “unfair and deceptive practice” under the Federal Trade Commission Act.**

By signing below, you acknowledge that you have read and understood the information set forth above, and that you understand that we will deny service to you if you fail to abide by these rules and principles.

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Typed or Printed USPUBLICINFO.COM Name

Typed or Printed Name Authorized Signer

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USPUBLICINFO.COM Address

Authorized Signature

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Tax ID or SSN

Date