



## Schedule of Services and Charges

### Terms and Conditions

Use of the website operated by InfoTrack USA, LLC (“InfoTrack”) at [www.infotrack.com](http://www.infotrack.com) (the “Website”) and all products and services provided and/or distributed (collectively with the Website and its contents, the “Services”) by InfoTrack are subject to this Agreement. By using the Services, the subscriber to the Services and user of the Website and their officers, employees, contractors and advisors, if any (the “User” or “you”) agree to be bound by this Agreement. If you do not agree to this Agreement, do not use the Services.

#### 1 Term

1.1 This Agreement shall commence upon the acceptance by InfoTrack of the User’s **License Agreement** and, subject to these terms and conditions.

1.2 InfoTrack may wish to update or change the terms, conditions and notices for the Website from time to time to reflect changes in the Services, in the prices of the services it provides, in the laws affecting Services, or for other good reasons. InfoTrack may be required to notify you of certain events concerning the Services and your use thereof. Your use of the Services constitutes acceptance that such notices will be effective upon our posting them on the Website or, if we elect in our sole discretion, emailing you at an address you have provided to us. Unless explicitly stated otherwise, any new features that change or improve the Services shall be subject to this Agreement, as modified from time to time.

#### 2 Termination

InfoTrack may, subject to providing **seven (7)** days written notice to the User (during which time the User may remedy any breach), terminate this Agreement and deny the User access to the Services if the User is in breach of any of the conditions herein or if the User makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or for reorganization or rearrangement under the applicable bankruptcy laws, or if a petition in bankruptcy is filed against such other party and is not dismissed within sixty (60) days after the filing, or if a receiver or trustee is appointed for all or any part of the property or assets of the User or the User goes into liquidation or any petition is presented for its winding up.

#### 3 Use; Prohibited or Unlawful Use

3.1 All access to the Services must be gained by first signing into a valid InfoTrack subscriber account. Failure to comply with published access method shall entitle InfoTrack to suspend the User’s access.

3.2 As a condition of your use of the Services, you agree that:

- (i) You will keep your contact information accurate and up-to-date. You will not use the Services for any purpose that is unlawful or contrary to these Terms and Conditions or the License Agreement.
- (ii) You also may not use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party’s use and enjoyment of them.
- (iii) You may not attempt to gain unauthorized access to any InfoTrack account, computer systems or networks associated with the Services.
- (iv) You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services.
- (v) You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.
- (vi) You will not transfer your account to anyone without first getting InfoTrack’s written permission.
  - (vii) You will use the Services only for appropriate, legal purposes, and in compliance with all applicable federal, state, and local laws and regulations.
  - (viii) You will not upload viruses or other malicious code.

- (ix) You will not do anything that could disable, overburden, or impair the proper working or appearance of the Website, such as a denial of service attack or interference with page rendering or other Website functionality.
- (x) You may not extract information and services provided by InfoTrack by automated means; unattended automated methods of extractions are prohibited, and InfoTrack reserves the right to inhibit continuous automated network extraction.

3.3 You agree to not use the Service:

- (i) To in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries), whether intentionally or unintentionally.
- (ii) To violate the privacy rights of any third party, whether under federal, state, local or international law or regulation.
- (iii) To make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable;
- (iv) For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content.
- (v) To threaten another, incite violence, or promote illegal activity;
- (vi) To promote or endorses drug use, child pornography, or other illegal activities.
- (vii) To transmit hate speech, nudity, or graphic or gratuitous violence.
- (viii) To make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (ix) To make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- (x) To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- (xi) To make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- (xii) To interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service’
- (xiii) To impersonate another person or entity or misrepresents your affiliation with a person or entity.
- (xiv) To transmit the private information of any third party, including but not limited to addresses, phone numbers, email addresses, social security numbers.

If InfoTrack determines, in its sole discretion, that you have committed any of the foregoing, we reserve the right (but not the obligation) to terminate your access to the Service.

#### 4 Payments; Taxes

4.1 All charges are payable net thirty (30) days from date of invoice, or as otherwise specified by InfoTrack at its discretion. If the User defaults in payment, InfoTrack reserves the right, without notice, to suspend access to the Services pending payment and if payment is not made within **14 days** of the due date, to terminate this Agreement without notice. The User acknowledges that all charges are incurred by the User as a principal and not as agent for any other party and

agrees to pay all charges by the due date. In the event of a debt being handed over to a collections agency, you will be liable for all the legal costs associated with the collection of this debt. This is an essential term of this Agreement.

4.2 InfoTrack reserves the right to retain service fees where a search result cancelled or the search returns no result. Each refund is assessed based on its own merits.

4.3 For certain purchases of InfoTrack products or services, InfoTrack may be required to collect sales tax. In states or regions that impose sales or use tax, a purchase is subject to tax unless specifically exempt. Purchases from the Website are not exempt from sales or use taxes simply because they are made from the Internet or because InfoTrack is not required to collect sales or use tax by any particular state or region. The User is responsible for any applicable taxes not collected by InfoTrack and related tax reporting. If any sales tax will be collected directly by InfoTrack in connection with a purchase, that amount will be shown either prior to the completion of any purchase or reflected in the final confirmation of that purchase.

## **5 User Account**

5.1 You are required to have an InfoTrack user account to use the Services. You are responsible for maintaining the confidentiality of your password and account information and are not permitted to share your username and password with other persons or companies. Furthermore, you are responsible for all activities that occur in your account and you agree to notify InfoTrack immediately of any unauthorized use of your account. InfoTrack is not responsible for any loss that you may incur as a result of any unauthorized person using your account or your password. The User is responsible for the acts of his/her/its own employees and contractors and, without limitation, must ensure that it protects the secrecy of any passwords issued to the User and controls the use of the Services by its employees and contractors.

5.3 By purchasing any products or services offered via the Website, you acknowledge and agree that your credit or debit card is being charged by InfoTrack's payment processor. Your ability to purchase products or services offered via the InfoTrack Website is subject to limits established by your card issuer. InfoTrack is not responsible, and you may not hold InfoTrack liable, for any breaches in transaction security by any third party.

5.4 We reserve the right, without prior notice, to limit the order quantity on any product or service, to refuse service to any customer, or to cancel any order, including after it is submitted or terminate any account.

## **6 Privacy and Data Security**

6.1 In order to purchase services via the Website, you may be required to provide complete and accurate information about yourself and update this information as necessary in order to keep it current. InfoTrack agrees to only use such personal information in accordance with, and when you submit personal information (e.g., full name and address) to the Website or otherwise to InfoTrack, and you acknowledge and agree by acceptance of this Agreement that such personal information may be used in accordance with, the terms of the InfoTrack Privacy Policy, which is located at [www.infotrack.com](http://www.infotrack.com).

6.2 While InfoTrack takes reasonable precautions to prevent unauthorized access to or use of personal information and confidential information, the use of electronic communications and electronic data storage system means that there remains an inherent possibility that such information may be accessed by unauthorized persons. The User warrants that it has all authorities and consents necessary to disclose any personal information it supplies to InfoTrack.

## **7 Intellectual Property**

All content and software (if any) that is made available to view and/or download from the InfoTrack Website is owned by and is the copyrighted work of InfoTrack and/or its licensors, and is protected by copyright laws and international treaty provisions. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services that are part of the Network Services for any commercial purposes or uses except as expressly provided in the License Agreement or this Agreement. For any content not covered by the License Agreement, InfoTrack hereby grants to you, the user, a personal, non-transferable license to use such content for viewing and otherwise using the Service in accordance with this Agreement, and for no other purpose provided that you keep intact all copyright and other proprietary notices.

## **8 Links to Other Websites**

The Website may contain links and pointers to other World Wide Web sites and resources, including links to and from the Website from or to other websites or locations maintained by third parties. Such links do not constitute an endorsement by InfoTrack of any such third party website or content. InfoTrack is not responsible for the availability of these third party resources or their contents. You should direct any concerns regarding any external link to the website administrator or webmaster of the applicable third-party website or location.

## **9 Third Party Terms & Conditions**

The User acknowledges certain suppliers impose terms and conditions and limitations of liability in respect of the obtaining and use of information and searches from these suppliers. The User agrees to comply with the terms and conditions of supply and use imposed by any relevant suppliers from time to time.

## **10 Disclaimer of Warranties**

InfoTrack does not warrant that: (1) the Services will be uninterrupted or error free; (2) defects or errors in the Services will be corrected; (3) the Services will be free from viruses or other harmful components; or (4) any information contained in the Services will be accurate or reliable. The information retrieved from the Services is not an official record and not meant to be a replacement for a search of the official records from the official records office and as such should not be used for such purposes.

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## **11 Limitation of Liability**

IN NO EVENT SHALL INFOTRACK OR ANY OF ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO USE OF OR INABILITY TO USE THE SERVICES INCLUDING, BUT NOT LIMITED TO, ANY TRANSACTION FOR SERVICES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE OR SYSTEM FAILURE, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR DEVICE, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF OUR SERVICES OR TO YOUR DOWNLOADING OF ANY CONTENT ON IT OR ON ANY WEBSITE LINKED TO IT.

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MAXIMUM LIABILITY TO THE USER FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THE SERVICES IS LIMITED TO EITHER (AT INFOTRACK'S DISCRETION) THE SUPPLYING OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

## **12 Indemnification**

You hereby agree to indemnify and hold InfoTrack harmless from all claims, liabilities, damages and expenses (including attorneys' fees and expenses) arising out of or relating to: (A) your use of the Services; (B) any alleged breach of this Agreement by you (including, without limitation, your commission of any prohibited acts under Section 3 hereof); (C) your failure to comply with any applicable laws or regulations in connection with the Services; (D) your negligence, willful misconduct, or violations of the intellectual property or other rights of any person in connection with the Services, or (E) any of your dealings or transactions with other persons resulting from use of the Services. You shall not settle any such claim without the prior written consent of the party entitled to indemnification. These obligations will survive any termination of this Agreement.

## **13 Exclusion of implied terms**

This Agreement and the License Agreement referred to herein constitute the entire agreement between the parties in respect of the Services and supersede all other negotiations, agreements or understandings whether written or oral relating to the supply the Services and the other services provided under this agreement. All implied terms are hereby excluded, to the full extent permitted by law.

## **14 Miscellaneous**

This Agreement is made in New York State and is governed by the laws of the State of New York without regard to principles of conflicts of law. InfoTrack's performance under this Agreement is subject to applicable law and nothing contained herein is in derogation of InfoTrack's right or obligation to comply with governmental, court and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by InfoTrack with respect to such use. If any term in this Agreement is declared unlawful, void or for any reason unenforceable by any court, then such term will be deemed severable from the remaining terms and will not affect the validity and enforceability of such remaining terms. InfoTrack may by notice in writing to the User assign the benefits and obligations of this Agreement. Users may only assign this Agreement with the consent in writing of InfoTrack. Sections 6 through 13 of this Agreement will survive any termination or cancellation of this Agreement. The section headings in this Agreement are for convenience only and must not be given any legal import.

## **15 Customer Support**

If you have any questions about the Services or any problems that you would like to report, please direct them to InfoTrack's customer service at: **(844) 340-3096**.

## **NOTICE FOR CALIFORNIA CONSUMERS**

Under California Civil Code Section 1789.3, California users of this Website are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.