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PeopleMap

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ALL DATABASES

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DATA MAY NOT BE USED FOR COMMERCIAL SOLICITATIONS, MARKETING, FUNDRAISING, OR OTHER SIMILAR ACTIVITIES OR RELATED PURPOSES.
SUPPLIER ADDITIONAL TERMS

ARRESTS (ARREST-ALL)
See Supplier Additional Terms: Court & Dockets.

BANKRUPTCY FILINGS (BKR-ALL, BKR-XX)
This data cannot be used to compile, verify or supplement any mailing lists, geographic or trade directories, business or consumer directories, or other compilation.

BUSINESS FINDER – CANADA/BUSINESS FINDER – US (BUSFIND-ALL; BUSFIND-XX)
This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.

CANADIAN WHITE PAGES (PEOPLE-CANADA)
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COURT & DOCKETS (CRIM-ALL; CRIM-XX; ADVERSE-ALL; ADVERSE-XX; DOCK-XX)
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Data from the California Sex Offender Registry may only be used to protect a person at risk and may not be used as the basis to take any adverse action against a person, including without limitation, using the data for purposes related to: (a) health insurance, (b) insurance, (c) loans, (d) credit, (e) employment, (f) education, scholarships, or fellowships, (g) housing or accommodations, or (h) benefits, privileges, or services provided by any business establishment.

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Department of Corrections
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Judicial Branch data
data may not be used to allow, enable or otherwise support the transmission by e-mail, telephone or facsimile of mass, unsolicited, commercial advertising or solicitations to entities other than its own existing customers.

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D&B MARKET IDENTIFIERS (DMI-US)

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D&B WORLDBASE (EXEC-BIOS)

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EXECUTIVE AFFILIATIONS (EA-ALL)

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EXECUTIVE BIOGRAPHIES (EXEC-BIOS)

See Supplier Additional Terms: Dun & Bradstreet.

EXECUTIVE PROFILES (EXEC-PRO)

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EXPERIAN ACCESS SECURITY AGREEMENT

The following information security measures are designed to provide guidance to you in relation to preventing unauthorized access to consumer information that you receive through the West Services. The information provided below is considered the minimum baseline for information security. It is your responsibility to implement appropriate controls to protect the privacy and information of consumers. Capitalized terms used herein have the meaning given in the Glossary attached hereto.

In accessing Experian’s services, you agree to follow these security requirements:

1. Implement Strong Access Control Measures

   1.1 Each User should have a separate, unique user ID logon password. PASSWORD SHARING IS STRICTLY PROHIBITED

   1.2 Ensure that user IDs are not shared, either internally or externally. PASSWORD SHARING IS STRICTLY PROHIBITED AND IS GROUNDS FOR SUSPENSION OR TERMINATION OF YOUR ACCESS.

   1.3 Ensure that no Peer-to-Peer file sharing is enabled on those users’ profiles.

   1.4 Keep user passwords Confidential.
1.5 Develop strong passwords that are:
   - Not easily guessable (i.e. password shout NOT contain your name or company name, repeating numbers and letters or consecutive numbers and letters)
   - Contain a minimum of seven (7) alpha/numeric characters for standard user accounts

1.6 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.

1.7 Restrict the number of key personnel who have access to consumer information.

1.8 Ensure that personnel who are authorized access to consumer information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of your membership application.

1.9 Ensure that you and your employees do not access your own consumer information or those reports of any family member(s) or friend(s) unless it is in connection with a valid business transaction or for another permissible purpose.

1.10 Implement a process to terminate access rights immediately for users that are terminated or when they have a change in their job tasks and no longer require access to consumer information.

1.11 After normal business hours, turn off and lock all devices or systems used to obtain consumer information.

1.12 Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain consumer information.

2. Maintain a Vulnerability Management Program

2.1 Keep operating system(s), Firewalls, Routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates.

2.2 Configure infrastructures such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including these practices may include disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.

2.3 Implement and follow current best security practices for Computer Virus detection scanning services and procedures:
   - Use, implement and maintain a current, commercially available Computer Virus detection/scanning product on all computers, systems and networks.
   - If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.
   - On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.

2.4 Implement and follow current best security practices for computer anti-Spyware scanning services and procedures:
   - Use, implement and maintain a current, commercially available computer anti-Spyware scanning product on all computers, systems and networks.
   - If you suspect actual or potential Spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
   - Run a secondary anti-Spyware scan upon completion of the first scan to ensure all Spyware has been removed from your computers.
   - Keep anti-Spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti-Spyware definition files weekly, at a minimum. If your company’s computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti-Spyware scans be completed more frequently than weekly.

3. Protect data

3.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)

3.2 All Experian data is classified as Confidential and must be secured to this requirement at a minimum.

3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.

4. Maintain an Information Security Policy

4.1 Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.

4.2 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access
3. By accessing this data you acknowledge and agree that you are
the end user of the data and that you do not intend to resell or
otherwise provide or transfer it, in whole or in part, to another
person or entity.

EXPERIAN CREDIT HEADER REAL TIME (CH-REALTIME)

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warrant that information regulated by GLBA and other legal
authorities will only be used for the use you select in the drop
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By accessing this data you acknowledge and agree that you are
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otherwise provide or transfer it, in whole or in part, to another
person or entity.

FICTITIOUS BUSINESS NAMES (FBN-ALL; FBN-XX)

This Data may not be used for direct marketing purposes,
including, but not limited to, creating mailing or telemarketing
lists.

GOOGLE MAPS

You understand and agree that your use of any Google
mapping functionality will at all times comply with Google's
Terms of Service (http://maps.google.com/help/terms_maps.html) and all
applicable Google legal notices (http://maps.google.com/help/legalnotices_maps.html).

MARRIAGE (MARRIAGE-ALL; MARRIAGE-XX)

See Supplier Additional Terms: Courts & Dockets.

MOTOR VEHICLES (DMV-ALL; DMV-XX)

This data may not be used for such direct marketing activities
as direct mail and telemarketing. Furthermore, this data cannot
be used (1) by any law enforcement agency for traffic violation
applications, (2) any toll road application, (3) in any automated
system which detects traffic violations or identifies traffic
violators or the vehicles involved, (4) for providing motor
vehicle history reports, or (5) for providing motor vehicle
statistical reports except in matters of litigation or associated
investigations. This data cannot be used for any of the
following services, or in connection with: motor vehicle
manufacturers; matters of motor vehicle warranty, product
alterations, recalls, advisories, customer surveys or research or
performance monitoring of motor vehicles or dealers, law
enforcement for traffic violation applications; toll road
applications; any automated system that detects traffic
violations or identifies traffic violators or the vehicles involved;
for providing motor vehicle history reports; for providing motor
vehicle statistical reports except in matters of litigation or
associated investigations.

NEW MOVERS (NEWMOVERS)

This Data may not be used for direct marketing purposes,
including, but not limited to, creating mailing or telemarketing
lists.

PEOPLE FINDER HOUSEHOLD CENTRIC (PEOPLE-HH; PEOPLEHH-XX)

This Data may not be used for direct marketing purposes,
including, but not limited to, creating mailing or telemarketing
lists.

REAL PROPERTY – Transactions/Pre-Foreclosures/Tax
Assessor Records (RPT-ALL/XX; RPF-ALL/XX; RPA-ALL/XX)

This data may not be used for any direct marketing or
solicitation purpose. By accessing this data you acknowledge
and agree that you will not infringe on any consumers' rights of
privacy and will, at all times, adhere to fair information
practices. You are expressly prohibited from using any element
or component of the real property data to create, replace,
supplement or enhance any title, legal, vesting, ownership or
encumbrance report. You further agree that you may not use
the data, coupled with alternative insurance approaches or
products without first obtaining written permission.

REAL-TIME MOTOR VEHICLES GATEWAY

Your use of this data may be subject to privacy restrictions
imposed by Driver’s Privacy Protection Act (“DPPA”) and state
law. If you access motor vehicle, driver’s license, state boat, or
similar data, you will be required to acknowledge compliance
with the law and to choose among “permissible uses” for the
data. West will store information from each search, including
the password entered, permissible use indicated, date of
search and search, as required to comply with statutory and
contractual requirements.

Furthermore, you agree to comply with the following:

1. Access to Motor Vehicle data: The Driver’s Privacy
Protection Act (‘DPPA’) as well as state law restricts the use of
motor vehicle data to certain “permissible uses.” subscribers
who access motor vehicle data shall require its End Users to
acknowledge compliance with these laws and only permit them

Westlaw Supplier Additional Terms & Disclaimers
LAST UPDATED: June 5, 2018
to access motor vehicle information for the specific DPPA permissible purposes. You represent and warrant that motor vehicle information will not be accessed without an approved DPPA permissible purpose for each access, that motor vehicle information shall be used only for such permissible purpose, and that you are the end user of the information. You shall employ commercially reasonable procedures to track and monitor End User access to and use of motor vehicle data and investigate any allegations of misuse of the motor vehicle data in full cooperation with West and/or its provider of this motor vehicle information, or at the request of a state. You acknowledge that in addition to other remedies of West and/or its provider any non-compliance by you with the above provision shall result in West revoking your access to and use of motor vehicle data. You acknowledge that motor vehicle data is licensed to you for your internal use only and may not be reproduced, or disclosed to anyone else unless permitted by law. Motor vehicle data shall not be appended to any other data or file except in the context of a report prepared for and consistent with the approved DPPA permissible purpose for which the motor vehicle data was accessed. You acknowledge that all right, title and interest in and to the motor vehicle data is retained by West and/or its provider, and you shall not commit or permit any act or omission that would impair such rights.

2. Warranty: The motor vehicle data shall be as current, accurate and complete as may be achieved using the source data and compilation and data processing methods customarily employed by West and its provider in the ordinary course of business, but is not warranted as being error free. Neither West nor its provider attempt to independently verify the completeness, accuracy or authenticity of this data. Accordingly, the data is provided on an ‘as is’ ‘as available’ basis. Any use or reliance upon the data by you shall be at your own risk. THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. Limitation of Liability: IN NO EVENT SHALL WEST NOR ITS PROVIDER, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST INCOME OR LOST REVENUE WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY.

4. Subscriber is responsible for all damages due to the misuse of this data by subscriber or any other party receiving such Regulated data from or through subscriber.

UNCLAIMED ASSETS (UNCLAIMED-ALL; UNCLAIMED-XX)
See Supplier Additional Terms: Courts & Dockets.

UTILITY RECORDS (UTILITY-ALL; UTILITY-XX)
The information in this database may not be used for any purposes related to direct marketing. Further, this data may not be used to create or enhance telemarketing calling lists or direct mailing lists or similar.

VOTER REGISTRATIONS (VOTERS-ALL; VOTERS-XX)
Voter registration data may not be used as the basis for commercial or charitable solicitation of any kind. This includes the mailing or delivering any advertisement of offer for money, services, or anything of value. By accessing this data you acknowledge that access to certain data available through the Service, including voter registration data is regulated by state or federal laws. You agree not to access such data for any purpose that is not allowed by any applicable state or federal laws or regulations, or that is contrary to your subscription agreement. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.

Voter data from Kansas may only be used for political campaign or election purposes.

WORK AFFILIATIONS (WORKAFFIL)
This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.
and its affiliates makes generally available in relation to TI, whether in electronic form or otherwise;

“End User” means an authorized end user of TI within the scope of the License Level;

“Internal database System” means an electronic searchable database system, which is available only to authorized End Users within a Secure Network;

“License Level” means the number of subscriber’s End Users authorized to access TI as set forth in the Amendment;

“Login Details” means the unique user name and password used by End Users to access TI and/or subscriber’s IP address (as notified by subscriber in writing from time to time) required by West to validate access and other details (technical or otherwise) concerning access to TI and its login process; the Login Details shall be considered West’s Confidential Information;

“Secure Network” means a network (whether a standalone intranet network or a virtual private network within the Internet), which is accessible only to End Users and whose access rights are authenticated at the time of login and periodically thereafter consistent with good industry practice.

2. RIGHTS OF USE

2.1. Subject to payment of the applicable Westlaw Charges, West grants to subscriber in relation to TI a limited, non-exclusive, non-transferable right during the Term to allow End Users to access TI on the terms set out in paragraphs 2.2, 2.3 and 2.4 below and within the scope of the License Level.

2.2. During the Term, in relation to TI, an End User may:

2.2.1. access, download and/or print reasonable amounts of Content as reasonably required for his or her own work use and subscriber’s internal purposes; and

2.2.2. include insubstantial portions of Content in internal documents that are the property of subscriber, provided that such documents are for subscriber’s internal use only, or distribute insubstantial portions of Content to third parties as incidental samples for illustrative or demonstration purposes only.

2.2.3. distribute limited, specifically relevant portions of the Content for interactions with (i) government regulatory agencies; (ii) third parties in connection with potential licensing transactions; and (iii) third parties for the purpose of representing or advising subscriber during litigation or other procedures for the application, renewal, extension or enforcement of Intellectual Property Rights, in each case in connection with subscriber’s products or services.

2.2.4. maintain and use Content in an Internal database System or in analytical tools for subscriber’s internal business purposes only, where use is limited to access by End Users only, except as otherwise permitted in the Amendment.

2.3. In each instance where an End User is reproducing any portion of the Content, such End User shall duly acknowledge the source of such Content and include the following notice where the Content is reproduced: “This material is reproduced under a license from Thomson Reuters. You may not copy or re-distribute this material in whole or in part without written consent.”

2.4. For the purpose of paragraph 2.2, an “insubstantial portion” of Content means an amount of Content which:

(i) has no independent commercial value; and (ii) could not be used by the recipient as a substitute for TI (or a substantial part of it) provided by West or its affiliates.

3. RESTRICTIONS ON USE

3.1. Except as otherwise authorized by West, subscriber undertakes not to, and to ensure that End Users will not:

3.1.1. use, copy, adapt, translate, modify, reverse engineer, decompile, disassemble, sub-license, sell or distribute any portion of TI or any Content other than to the extent that they are expressly licensed to do so under the Agreement or as otherwise expressly permitted by law, where such rights cannot be modified by agreement;

3.1.2. allow any non-End Users to access TI or Content, except as expressly permitted in paragraph 2.2.

3.1.3. (i) create derivative databases or other works whether using all or some of the Content; or (ii) otherwise use TI (or any portion or derivation of the Content) in any other product or service;

3.1.4. use TI, directly or indirectly, on a time sharing basis, or to provide services for any third party, except as otherwise permitted in the Amendment;

3.1.5. use "web crawlers" or other types of software or hardware technology to automatically download or index Content from TI;

3.1.6. disclose the Login Details to any third party or allow any third party to use the Login Details to access TI (whether on an End User’s behalf or otherwise);

3.1.7. (i) create a denial of service, hack into, make unauthorized modifications of or otherwise impede TI, whether by the use of malware or otherwise; or (ii) intercept the communications of others using TI or falsify the origin of subscriber’s or an End User’s (as applicable) communications or attempt to do any of the foregoing;
3.1.8. use TI (i) for any illegal or injurious purpose; (ii) to publish, post, distribute, receive or disseminate defamatory, infringing, obscene or other unlawful material; or (iii) to threaten, harass, stalk, spam, abuse or otherwise violate the legal rights (including, without limitation, rights of privacy and publicity) of others; or

3.1.9. use a Content Service for any medical diagnosis or treatment purpose.

3.2. subscriber shall ensure that no more End User IDs than the number of End User licenses set forth in the Amendment are provided to any individuals and that the End User IDs are not transferred from one individual to another.

3.3. SUBSCRIBER UNDERSTANDS THAT WEST, INCLUDING ITS AFFILIATES, IS AN INFORMATION PROVIDER AND DOES NOT PROVIDE LEGAL, FINANCIAL OR OTHER PROFESSIONAL ADVICE. THE INFORMATION, MATERIALS AND OPINIONS (IF ANY) CONTAINED IN THE CONTENT SERVICES ARE FOR GENERAL INFORMATION PURPOSES ONLY, ARE NOT INTENDED TO CONSTITUTE LEGAL OR OTHER PROFESSIONAL ADVICE, AND SHOULD NOT BE RELIED ON OR TREATED AS A SUBSTITUTE FOR SPECIFIC ADVICE RELEVANT TO PARTICULAR CIRCUMSTANCES. NEITHER WEST NOR ITS AFFILIATES NOR ANY OF ITS THIRD PARTY SUPPLIERS SHALL BE LIABLE FOR ANY LOSS THAT MAY ARISE FROM ANY RELIANCE BY SUBSCRIBER, OR ANY THIRD PARTIES, ON THE INFORMATION OR OTHER MATERIALS CONTAINED IN TI.

3.4. Where applicable and as a condition of West providing access to TI, subscriber shall ensure that it maintains all such licences and obtains all such consents and approvals to enable West and/or its affiliates to host any data, content or other materials supplied by subscriber, it End Users or Contributors, which subscriber requires West and/or its affiliates to host and/or make accessible for use by End Users through TI.

4. INTELLECTUAL PROPERTY RIGHTS. subscriber acknowledges that all intellectual property rights in TI and Content are owned by West, its affiliates and/or its third party Contributors. Save as expressly set forth in this Agreement, West, its affiliates and/or Contributors neither assign any intellectual property rights nor grant any licenses or rights in respect of TI or Content to subscriber.

5. PROVISION OF ACCESS TO TI CONTENT SERVICES

5.1. West and/or its affiliates:

5.1.1. shall make TI available to End Users via westlaw.com and accessible to End Users by unique user ID’s and passwords issued to and maintained by subscriber’ password administrator. Passwords will not be issued to individual End Users;

5.1.2. may suspend access to TI in order to perform maintenance, network upgrades or other work related to the host site and, where reasonably practicable, will provide reasonable advance notice to subscriber of such suspension; and

5.1.3. shall use commercially reasonable endeavors to: (i) maintain commercially reasonable server capacity and commercially reasonable Internet connection bandwidth to provide End Users with reasonable access to TI; and (ii) restore access to TI in the event of an unscheduled interruption or suspension of service.

5.2. West may change the format or nature of TI at any time.

5.3. subscriber shall be responsible for ensuring that the devices that its End Users use to access TI meet the minimum operating specifications as may be notified by West, its affiliates and/or Contributors.

6. THIRD PARTY CONTENT

6.1. subscriber acknowledges it may receive access to content that originates from a source other than West (“Third Party Content”) through TI. Where applicable, the Third Party Terms Schedule may contain other terms and conditions which shall apply to subscriber’s and/or any End Users’ use of such Third Party Content in addition to the terms and conditions of this TI Schedule.

6.2. To the extent that subscriber archives or redistributes Third Party Content, subscriber must obtain all required approvals for such archiving and redistribution and upon request, provide copies of such approvals to West.

6.3. If a Third Party Contributor ceases to make its Third Party Content available to West or requires West to suspend or terminate the provision of all or any part of its Third Party Content to subscriber or to any of its End Users, then West may suspend or terminate that part of TI, which contains such Third Party Content, immediately without notice or further obligation to subscriber.

6.4. subscriber acknowledges and agrees that except where it has entered into a separate agreement directly with a Third Party Contributor, subscriber has no contract with any Third Party Contributor in respect of the supply of the Third Party Content. No Third Party Contributor owes subscriber any duty of care with respect to its Third Party Content or accepts any responsibility for it. IF A CONTRACT OR DUTY SHOULD BE HELD TO EXIST, WEST, AS AGENT FOR EACH THIRD PARTY CONTRIBUTOR SOLELY FOR THE PURPOSE OF THE FOLLOWING EXCLUSION, EXCLUDES THE LIABILITY OF EACH THIRD PARTY CONTRIBUTOR FOR ANY LOSSES OF SUBSCRIBER, WHICH MAY ARISE UNDER THAT CONTRACT OR DUTY.

7. US GOVERNMENT RESTRICTED RIGHTS. If subscriber is a branch or agency of the United States Government, the following provision applies: Any software or documentation
provided hereunder is comprised of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 CFR 12.212 (Sept 1995). Consistent with 48 CFR 12.212 and 48 CFR 227.7202-1 through 227.7202-4 (December 1995), all U.S. Government end users acquire such software and documentation with only those rights explicitly set forth herein.

8. SURVIVAL OF TERMS. Paragraphs 1 and 4 shall survive termination or expiry of this Agreement.

THOMSON INNOVATION THIRD PARTY ADDITIONAL TERMS SCHEDULE

The terms of this Schedule (the “TI Schedule”) apply to your use of TI, in addition to the terms of your Subscription agreement.

1. Interpretation

In the event of a conflict between the terms and conditions of the various components of your agreement with West, the following order of precedence (in order from highest to lowest priority) shall apply: TI Third Party Terms Schedule, TI Schedule, the Amendment (including any other Schedules thereto), and your subscription agreement.

2. FOR THE PRODUCT KNOWN AS THOMSON INNOVATION ONLY:

2.1. For the Corporate Tree Hierarchy data Content set only:

2.1.1. 1790 ANALYTICS STANDARD DISCLAIMER. The assignee thesaurus data is provided by 1790 Analytics to help persons and organizations to analyze the intellectual property portfolios of the covered patenting organizations. Due to the many complexities in processing data from a variety of patent offices including, but not limited to, reconciling different assignee name formats, tracking mergers and acquisitions, and reassigning patents, 1790 Analytics does not warrant the accuracy, completeness, merchantability, or fitness of the data for any particular purpose. 1790 Analytics shall not be liable for any loss or injury caused in whole or part by the use of this data, including but not limited to, compiling, interpreting, reporting, or analyzing the performance of the organizations whose patent data is approximated herein.

2.1.2. Assignee thesaurus data is copyrighted by 1790 Analytics and decompiling, reverse engineering or downloading of the Assignee thesaurus is expressly prohibited.

2.2. For the Newsroom Content set only:

2.2.1. The Newsroom databases (“Newsroom databases”) are provided "as is" without warranty of any kind. None of the licensors of the Newsroom databases (“Newsroom databases Licensors”) make any warranty whatsoever as to the accuracy or completeness of any of the Newsroom databases or the results to be obtained from using the information contained therein, and none of the Newsroom databases Licensors shall be responsible for any claims attributable to errors, omissions or other inaccuracies in the information contained in any Newsroom databases. The entire risk as to the results and performance of any Newsroom database is assumed by the user of that database. Further, none of the Newsroom databases Licensors make any representations or warranties either express or implied, with respect to any of the Newsroom databases, including, but not limited to, the quality, performance, merchantability or fitness for a particular purpose of any Newsroom database or any information contained therein. In no event shall any of the Newsroom databases Licensors be liable for direct, indirect, special, incidental or consequential damages arising out of the use of or inability to use any Newsroom database or for any loss or damage of any nature caused to any person as a result of the use of the Newsroom database. Material contained in any Newsroom database may not be sold. Material contained in any Newsroom database may not be made available in any manner whatsoever to a third party or duplicated, redistributed or archived, except solely for Client’s own internal use and according only to the terms and conditions contained below.

2.2.2. A user may not:

(a) redistribute, copy or electronically store (archive) all or a majority of records from a single issue of a publication retrieved from the Newsroom databases;

(b) electronically store (archive) in machine-readable form for more than twelve (12) months;

(c) delete or remove from a record or data the copyright credits or the name of the
Newsroom database from which such record or data was retrieved;
(d) republish, distribute or make available in any manner whatsoever to third parties who are not part of the user’s organization records or data retrieved from the Newsroom databases; or
(e) use any records or data to create a derive work, except for a compilation of electronically stored data for internal use only.

3. Interpretation
In the event of a conflict between the terms and conditions of the various components of your agreement with West, the following order of precedence (in order from highest to lowest priority) shall apply: TI Third Party Terms Schedule, TI Schedule, the Amendment (including any other Schedules thereto), and your subscription agreement.

4. FOR THE PRODUCT KNOWN AS THOMSON INNOVATION ONLY:

4.1. For the Corporate Tree Hierarchy data Content set only:
4.1.1. 1790 ANALYTICS STANDARD DISCLAIMER. The assignee thesaurus data is provided by 1790 Analytics to help persons and organizations to analyze the intellectual property portfolios of the covered patenting organizations. Due to the many complexities in processing data from a variety of patent offices including, but not limited to, reconciling different assignee name formats, tracking mergers and acquisitions, and reassigning patents, 1790 Analytics does not warrant the accuracy, completeness, merchantability, or fitness of the data for any particular purpose. 1790 Analytics shall not be liable for any loss or injury caused in whole or part by the use of this data, including but not limited to compiling, interpreting, reporting, or analyzing the performance of the organizations whose patent data is approximated herein.
4.1.2. Assignee thesaurus data is copyrighted by 1790 Analytics and decompiling, reverse engineering or downloading of the Assignee thesaurus is expressly prohibited.

4.2. For the Newsroom Content set only:
4.2.1. The Newsroom databases (“Newsroom databases”) are provided "as is" without warranty of any kind. None of the licensors of the Newsroom databases (“Newsroom databases Licensor”) make any warranty whatsoever as to the accuracy or completeness of any of the Newsroom databases or the results to be obtained from using the information contained therein, and none of the Newsroom databases Licensor shall be responsible for any claims attributable to errors, omissions or other inaccuracies in the information contained in any Newsroom database. The entire risk as to the results and performance of any Newsroom database is assumed by the user of that database. Further, none of the Newsroom databases Licensor make any representations or warranties either express or implied, with respect to any of the Newsroom databases, including, but not limited to, the quality, performance, merchantability or fitness for a particular purpose of any Newsroom database or any information contained therein. In no event shall any of the Newsroom databases Licensor be liable for direct, indirect, special, incidental or consequential damages arising out of the use of or inability to use any Newsroom database or for any loss or damage of any nature caused to any person as a result of the use of the Newsroom database. Material contained in any Newsroom database may not be sold. Material contained in any Newsroom database may not be made available in any manner whatsoever to a third party or duplicated, redistributed or archived, except solely for Client’s own internal use and according only to the terms and conditions contained below.
4.2.2. A user may not:
(a) redistribute, copy or electronically store (archive) all or a majority of records from a single issue of a publication retrieved from the Newsroom databases;
(b) electronically store (archive) in machine-readable form for more than twelve (12) months;
(c) delete or remove from a record or data the copyright credits or the name of the Newsroom database from which such record or data was retrieved;
(d) republish, distribute or make available in any manner whatsoever to third parties who are not part of the user’s organization records or data retrieved from the Newsroom databases; or
(e) use any records or data to create a derivative work, except for a compilation of electronically stored data for internal use only.
SUPPLIER DISCLAIMERS

ARRESTS (ARREST-ALL)

See Supplier Disclaimers: Court & Dockets.

BOAT REGISTRATIONS (BOATS-ALL; BOATS-XX)

Your use of this data may be subject to privacy restrictions imposed by Driver’s Privacy Protection Act (“DPPA”) and state law. If you access motor vehicle, driver’s license, state boat, or similar data, you will be required to acknowledge compliance with the law and to choose among “permissible uses” for the data. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.

CODE OF MARYLAND REGULATIONS

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COURT & DOCKETS (CRIM-ALL; CRIM-XX; ADVERSE-ALL; ADVERSE-XX; DOCK-XX)

By accessing the various court records made available to you through the Service, you acknowledge that this data will only be used for a lawful and appropriate use in the ordinary course and scope of your business or profession. The fact that an individual has been arrested, in and of itself, does not indicate that a violation of any law has occurred or that a crime has been committed. This data is provided for informational purposes only and it is not the official record. For copies of the official record (of an incarceration, conviction or court filing record) contact the source agency or court.

ARIZONA

Maricopa County Justice Courts
Maricopa County Superior Court
Arizona Supreme Court

The above listed Courts in Arizona do not provide any warranties, express of implied that the data provided is accurate, current, correct, or complete, nor do they make any representations regarding the identity of any persons whose names appear in the data. It is expressly understood that it is
the responsibility of users to verify the data by personally comparing it with the official court records.

ARKANSAS

The official custodian of all official court records for each court in Arkansas is the clerk of the court. The Arkansas Administrative Office of the Court (“AOC”) is not the official custodian of any case record and provides only copies of data entered or provided by clerks. Data provided through this service may not reflect pending or post-disposition activity on a case. The AOC does not warrant the accuracy of the data. To verify a record’s accuracy, contact the clerk of the court record.

FLORIDA

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IDAHO

The information in the Idaho sex offender registry is provided only for the purpose of protecting the public. It is not to be used for the purpose of harassing or intimidating anyone. A person who uses registry information to commit a criminal act against another person is subject to arrest and prosecution under sections 18-8326 or 18-8413, Idaho Code.

ILLINOIS

Neither the Circuit Court of Cook County nor the Clerk of the Circuit Courts of Cook County warrants the accuracy, completeness, or currency of this data. This data is not an official record of the Court or the Clerk and may not be represented as an official court record.

INDIANA

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NORTH CAROLINA

The official custodian of all official court records for each county in North Carolina is the clerk of superior court of that county. The data provided here is obtained from the North Carolina Administrative Office of the Courts (“NCAOC”), which is not the official custodian of any case records and provides only copies of data entered by the clerks. To verify a record’s accuracy, contact the clerk of the court of record. The NCAOC provides no warranties, express or implied, that the information or data is accurate, correct, or complete. The NCAOC shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information or data.

NORTH DAKOTA

The data or information provided is based on information obtained from the North Dakota district courts as of the last working day of the most recent month. The Court Administrator and the North Dakota Supreme Court:

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B. Make no representations regarding the identity of any persons whose names appear in the records; and
C. Deny liability for any damages resulting from the release or use of the data or information. The user should verify the information by personally consulting the official record repositing at the district court.

OHIO

The Ohio Department of Rehabilitation and Correction does not warrant the comprehensiveness, completeness, accuracy or adequacy for any particular use or purpose of the Ohio data and expressly disclaims all warranties express or implied as to any matter whatsoever. The Ohio Department of Rehabilitation and Correction will not be responsible for any loss or damage caused by the use of the Ohio data.

OREGON

The files containing data from the Oregon Judicial Department are not official records of the court, and you should verify the Oregon data by personally consulting the “official” record repositing at the court of record.

PENNSYLVANIA

Electronic case record information received from the Commonwealth of Pennsylvania is not an official case record; official case records are maintained by the court in which the record was filed. The data or information provided is based upon information received by the Administrative Office of Pennsylvania Courts (“AOPC”). AOPC makes no representation as to the accuracy, completeness or utility, for any general or specific purpose, of the information provided and as such, assumes no liability for inaccurate or delayed data, errors or omissions. Use this information at your own risk. AOPC makes no representations regarding the identity of any persons whose names appear in the records. Use should
verify that the information is accurate and current by personally consulting the official record reposing in the court wherein the record is maintained.

Wisconsin

Wisconsin Circuit Courts Access website information is only a snapshot of the information accessible in the Wisconsin Director of State Courts Office Consolidated Court Automation Programs (CCAP) case management system on the date the information is downloaded by West.

CRIMINAL ARRESTS & INFRACTIONS RECORDS (CRIM-ALL; CRIM-XX)
See Supplier Disclaimers: Court & Dockets.

DIVORCE (DIVORCE-ALL; DIVORCE-XX)
See Supplier Disclaimers: Court & Dockets.

DRIVERS LICENSES – ALL (DRIVLIC-ALL)
Your use of this data may be subject to privacy restrictions imposed by Driver’s Privacy Protection Act (“DPPA”) and state law. If you access motor vehicle, driver’s license, state boat, or similar data, you will be required to acknowledge compliance with the law and to choose among “permissible uses” for the data. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.

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MARRIAGE (MARRIAGE-ALL; MARRIAGE-XX)
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MOTOR VEHICLES (DMV-ALL; DMV-XX)
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OFFICE OF FOREIGN ASSETS CONTROL (OFAC)
The sanctions lists provided by the U.S. Department of the Treasury’s Office of the Foreign Assets Control are one tool offered to assist users in utilizing the SDN List and/or the various non-SDN lists; use of Sanctions List Search is not a substitute for undertaking appropriate due diligence. The Department of the Treasury does not endorse any commercial product, service, process, or enterprise. The Department of the Treasury assumes no responsibility for the content or operation of the Service.

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# CHANGE LOG

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<th>DATE</th>
<th>CHANGE</th>
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<tr>
<td>5/15/2015</td>
<td>• Separated Supplier Terms and Supplier Disclaimers</td>
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<tr>
<td></td>
<td>• Updated Terms for Experian, Dun &amp; Bradstreet, and Thomson Innovation</td>
</tr>
<tr>
<td>10/27/15</td>
<td>Removed Choice of Law and Jurisdiction provisions from Dun &amp; Bradstreet</td>
</tr>
<tr>
<td>6/30/17</td>
<td>• Removed: Web Analytics – Yahoo Terms</td>
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<tr>
<td></td>
<td>• Added: Real-Time Motor Vehicles Gateway</td>
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<tr>
<td>6/5/18</td>
<td><strong>Revised:</strong></td>
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<tr>
<td></td>
<td>• Business Finder- Canada/ Business Finder- US</td>
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<tr>
<td></td>
<td>• Canadian White Pages</td>
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<td></td>
<td>• Executive Profiles</td>
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<td>• Fictitious Business Names</td>
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<td>• New Movers</td>
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<td>• People Finder Household Centric</td>
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<td>• Work Affiliations</td>
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<td>• Corporations/Corporate Filings (New York)</td>
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<td></td>
<td><strong>Added:</strong></td>
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<tr>
<td></td>
<td>• Code of Maryland Regulations</td>
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<td>• Court &amp; Dockets- Indiana</td>
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<td>• Court &amp; Dockets- Wisconsin</td>
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<tr>
<td></td>
<td>• Financial Industry Regulation Authority (FINRA) Materials</td>
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<td>• Illinois State Bar Association Advisory Opinions</td>
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<td></td>
<td>• Insurance Form Portfolios &amp; Circulars</td>
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