



## ACCEPTABLE USE SUPPLEMENT

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This Acceptable Use Supplement is attached to and incorporated into the [Proof General Terms](#) (“**General Terms**”), the Order Form, or both. Capitalized terms not otherwise defined have the meanings given in the General Terms, the [Proof Glossary](#), or the Order Form. This Acceptable Use Supplement replaces the Defend Supplement. Any reference to the Defend Supplement in the Order Form or elsewhere in the Agreement shall be read to refer to this Acceptable Use Supplement.

1. **Applicability.** This Acceptable Use Supplement applies to any User who receives Proof Content.
2. **User Responsibilities.** Any risk score and any fraud indicators provided do not definitively indicate that fraud has occurred. User is solely responsible for (i) reviewing the risk score and fraud indicators provided by Proof; (ii) deciding whether action should be taken; and, (iii) if User decides action is appropriate, taking that action. Proof shall have no liability for a failure to detect fraud.

3. **Acceptable Use.**

**3.1 Acceptable Uses.** User agrees to comply with the following limitations on the use of Proof Content: (i) not to use Proof Content for any “permitted purpose” covered by the Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq.) (“**FCRA**”) or use any of the information it receives through the Services to take any “adverse action”, as that term is defined in the FCRA; (ii) not to use Proof Content in violation of the Drivers Privacy Protection Act (18 U.S.C. Section 2721 et seq.) (“**DPPA**”); (iii) not to use Proof Content in violation of the Illinois Biometric Information Privacy Act (740 ILCS 14 et seq.) (“**BIPA**”), and similar and/or associated laws, whether state, local, foreign, or domestic; (iv) not to use Proof Content other than pursuant to an exception to the privacy provisions of the Gramm-Leach-Bliley Act (15 U.S.C. Sec. 6801 et seq.) (“**GLBA**”); (v) not to use Proof Content in violation of such other legislation that may be enacted in the future that Proof determines limits the use of Proof Content by User; (vi) not access Proof Content from an IP address located outside of the United States and its territories; (vii) maintain for a period of five (5) years a complete and accurate record pertaining to User’s use of Proof Content; and (viii) immediately notify Proof, in writing if User suspects, has reason to believe, or confirms that an Account ID or Proof Content (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose other than legitimate business reasons. User will not use the information gathered through the Services that include GLBA or DPPA governed data for marketing purposes. User shall provide all necessary notices and obtain all necessary consents and approvals required pursuant to applicable laws, including (i) the transfer of User Data to Proof and its vendors, (ii) the use of such User Data by Proof and its vendors in accordance with the Agreement, and (iii) the access by Proof or its vendors to Customer Proprietary Network Information as such term is defined in the Telecommunications Act. Neither User nor any of its shareholders, directors, officers or other principals is a citizen of, entity that is formed in, or has its principal place of business in, a country which is subject to any embargo, prohibition, or similar sanction under applicable laws, or is an individual who is identified on the Specially Designated Nationals or Blocked Persons list provided by the U.S. Treasury Department. User agrees and acknowledges that at any time Proof may investigate and take appropriate steps to safeguard data provided by the Services and ensure that User is in compliance with this provision. If at any time, Proof determines, in its sole and reasonable discretion, that User is not using Proof Content in compliance with any of the foregoing, Proof may terminate the Agreement with User immediately without notice and without waiving any claim for damages.

**3.2 Gramm-Leach-Bliley Act.** Proof Content may contain consumer identification information governed by GLBA. In accordance with the GLBA, User certifies that such information will only be used for the following purposes:

- (a) Fraud detection and prevention purposes including use to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability;
- (b) Completion of a transaction authorized by User including but not limited to the collection of delinquent accounts;
- (c) Application Verification including but not limited to (i) employment application verification (however, Proof Content cannot be used to make an employment decision as outlined in the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.)), (ii) property leasing application information verification (however, Proof Content cannot be used for making a leasing decision as outlined in the FCRA (15 U.S.C. §1681 et seq.)), and (iii) insurance application information verification (however, Proof Content cannot be used for making a decision to insure an individual or business as



outlined in the FCRA (15 U.S.C. § 1681 et seq.)). User represents and warrants that Proof Content will not be used for purposes governed by the FCRA;

- (d) Law firm and attorney functions including use by persons, or their representatives, holding a legal or beneficial interest relating to User;
- (e) Insurance purposes including (a) account administration, (b) reporting, (c) fraud prevention, (d) premium payment processing, (e) claim processing and investigation, (f) benefit administration, or (g) research projects;
- (f) Required institutional risk control programs including complying with federal, state, or local laws, rules, and other applicable legal requirements and
- (g) Dispute resolution for resolving customer disputes or inquiries.

**3.3 Driver's Privacy Protection Act.** Proof Content may contain driver's license and motor vehicle registration information subject to the protections of the DPPA. In accordance with DPPA, User certifies that such information will only be used for the following purposes:

- (a) Use in the normal course of business, to verify the accuracy of personal information submitted by User and, if the submitted information is incorrect, to obtain correct information, but only for the purpose of preventing fraud by, or pursuing legal remedies against, or recovering on a debt or security interest against, User (18 U.S.C. § 2721 (b)(3));
- (b) Use by court or other government agency or entity, acting directly on behalf of a government agency (18 U.S.C. § 2721 (b)(1));
- (c) Use for any matter regarding motor vehicle or driver safety or theft; to inform an owner of a towed or impounded vehicle (18 U.S.C. § 2721 (b)(2));
- (d) Use in connection with a civil, criminal, administrative, or arbitral proceeding (18 U.S.C. § 2721 (b)(4));
- (e) Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under the Commercial Motor Vehicle Safety Act of 1986 (18 U.S.C. § 2721 (b)(9));
- (f) Use by an insurer or insurance support organization, in connection with claims investigation activities, antifraud activities, rating or underwriting (18 U.S.C. § 2721 (b)(6));
- (g) Use by a licensed private investigative agency, or licensed security service, for a purpose permitted in items (a) through (f) above (18 U.S.C. § 2721 (b)(8)); and
- (h) For use in connection with the operation of private toll transportation facilities.

**4. Indemnification.** User will indemnify, defend, and hold Proof, its affiliates and their officers, directors, employees, agents and representatives harmless from and against any and all costs, damages, liabilities or expenses (including reasonable attorneys' fees) arising from any third-party claims resulting from (a) use of Proof Content received by User (or any third party receiving such information from or through User) furnished by or through Proof; and (b) any Security Incident.

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