ID Terms and Conditions

Last Modified: July 26, 2023

Use of Services

Interactive Data, LLC ("ID"), a wholly owned subsidiary of Red Violet, Inc., grants Subscriber a restricted, non-exclusive, non-transferable, revocable license to obtain and use various information products and services provided by ID, to include certain of ID's intellectual property, (collectively, "Services") for Subscriber's internal use subject to the terms and conditions in your Subscriber Agreement and these Terms.

ID makes no warranties of any kind, express or implied, as to the Services, including, without limitation, those as to accuracy, currentness, completeness, timeliness, or quality, warranties of merchantability and fitness for a particular purpose, and those warranties that might be implied from a course of dealing, course of performance or trade usage. The Services are provided "AS IS". ID and its parents, subsidiaries, affiliates, and representatives shall have no liability for, and Subscriber agrees not to sue for, any claim relating to ID's procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the Services.

Security

Subscriber will not disclose to any third party any information relating to ID's business, the Services, or information derived from the Services ("Information"), including, without limitation, ID's business, financial, and technical information, data sources, pricing, products, processes, systems, results of testing, terms of your Subscriber Agreement, and any summaries, analyses or other information derived from any of the foregoing (collectively, "Confidential Information").

Subscriber certifies that it has implemented and maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to the Subscriber's size and complexity, the nature and scope of its activities, and the sensitivity of the information provided to Subscriber by ID; and that such safeguards shall include the elements set forth in 16 C.F.R. § 314.4 and shall be reasonably designed to (i) ensure the security and confidentiality of the information provided by ID, (ii) protect against any anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer.

Subscriber shall be solely liable and responsible for any Subscriber Security Incident(s) ("SSI"). A "Subscriber Security Incident" means any "breach of security" involving the Services and/or Information provided by ID to Subscriber. "Breach of security" has the meaning associated with such phrase (or any similar phrase) in applicable U.S. federal and state privacy and data security laws ("Data Laws").

In connection with a SSI, Subscriber, at its own cost and expense, shall (i) notify ID within twenty-four (24) hours of any SSI by email (incident@id-info.com) and phone (1-561-757-4577), (ii) take prompt action to protect Information and Services involved in the SSI and minimize further unauthorized access or disclosure, (iii) investigate and respond to ID's reasonable requests, and (iv) comply with all Data Laws, including notifying consumers, government authorities, and/or other third parties, such as credit reporting agencies, that a SSI has occurred (collectively, the "Required Notifications"), and providing any required complimentary credit monitoring to consumers. Subscriber agrees Required Notifications shall not reference ID (or its affiliates and parent company) or its Services, nor shall ID be otherwise identified or referenced in connection with the SSI, without ID's express written consent.

Subscriber shall be solely liable for claims or penalties arising from a SSI including, but not limited to, penalties assessed by a governmental authority, costs of litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations

of loss in connection with the SSI. Subscriber shall indemnify, defend, and hold ID harmless, including its affiliates and parent company, and its and their respective directors, officers, employees and agents (collectively, "ID Indemnitees") from and against all third-party claims for damages, final judgments, settlements and court costs brought against any of the ID Indemnitees that arise or relate to a SSI.

In the event of a SSI or any breach of this Agreement by Subscriber, ID may, in its sole discretion, take immediate action, including suspension or termination of Subscriber's account, without further obligation or liability of any kind. Furthermore, Subscriber agrees that in the event of a SSI or any breach of this Agreement by Subscriber, Subscriber agrees to reasonably cooperate with any and all audits/requests for information by ID, and to respond to any such audit/request for information within three (3) business days, unless an expedited response is required by ID.

If Subscriber accesses Services governed by the GLBA and/or DPPA, Subscriber acknowledges and agrees to the following GLBA Access Security Requirements and Supplemental Terms, respectively.

Restrictions on Use

ID retains all rights, titles and interests in the Services, Information, and Confidential Information, and Subscriber will not claim any rights to, or ownership of, any of the foregoing.

Subscriber will only use the Services for the purpose(s) certified by Subscriber in your Subscriber Agreement and online when accessing the Services, and for no other purpose.

Subscriber will not, directly or indirectly, resell the Services or Information, nor use the Services to create a competing product. Subscriber will not use the Services (i) for personal reasons, including, to locate friends, family members, celebrities or government officials; (ii) to view information on one's self, except for initial training purposes on the system; or (iii) for marketing purposes.

Subscriber will not access the Services from outside the United States.

In cases where Subscriber provides information to ID as part of Subscriber's query or use of the Services ("Input Information"), Subscriber certifies that it has the right to provide such Input Information to ID for purposes of ID providing the Services to Subscriber, and that Subscriber's provision of such Input Information complies with all applicable laws, rules, regulations, and (as applicable) Subscriber's own privacy policies.

Services will be used by Subscriber only. Information may not be delivered to, or filed with, any third party.

Services may contain Death Master File (DMF) information made available by the National Technical Information Service (NTIS) of the US Department of Commerce and governed by 15 CFR Part 1110. If Subscriber is granted access to the DMF data, along with complying with all applicable laws, Subscriber certifies compliance with 15 CFR Part 1110. Subscriber's failure to comply with 15 CFR Part 1110 may subject Subscriber to penalties under 15 CFR 1110.200 of $1,000 for each disclosure or use, up to a maximum of $250,000 in penalties per calendar year.

Unless expressly authorized in your Subscriber Agreement, Subscriber will not access the Services or information in any manner using any techniques, tool or process of automation ("Automated Searching"). Subscriber understands and agrees that in addition to any contracted Fees, any transactions accruing by Automated Searching will be charged on a transactional basis at current list pricing.

Miscellaneous

Subscriber is not a representative or agent of ID, will not represent that it is to any third party, and has no authority to bind ID.

Subscriber's breach of any agreements with ID will cause irreparable harm to ID. Upon any breach or threatened breach, ID shall be entitled to injunctive relief, without having to post a bond, in addition to money damages and any other remedy available at law.

Your Subscriber Agreement may be amended only by a written agreement signed by an authorized representative of ID. Your Subscriber Agreement may not be assigned, transferred, or sublicensed, in whole or in part, without ID's prior written approval.

In the event of a conflict between the terms of your Subscriber Agreement and any other agreement, the terms of your Subscriber Agreement (including these Terms) shall prevail.

Your Subscriber Agreement and these Terms shall be governed by Delaware law, without reference to its choice of law rules. Venue for all actions shall be in the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida. Any payments made by Subscriber in connection with the Agreement are deemed to be made to ID in Palm Beach County, Florida. The prevailing party in any action shall be entitled to an award of its reasonable attorneys' fees and costs. In the event of non-payment of any amounts due to ID by Subscriber, Subscriber agrees to pay all costs of collection, including reasonable attorneys' fees and costs and up to a 33% collection agency fee. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither Subscriber nor ID will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity.

To the extent that the Services rely upon or use information from any third-party sources, then those sources shall be third-party beneficiaries with all rights and privileges of ID. ID, and any such sources (as third-party beneficiaries), are entitled to enforce your Subscriber Agreement directly against Subscriber.

If Subscriber desires to use a third-party processor ("Processor") to access the Services, ID reserves the right to require that the Processor satisfy ID's credentialing policies and procedures prior to being granted access to the Services. Should Processor be approved, prior to Processor gaining access to the Services, Subscriber will require its Processor to agree to the terms and conditions (via a written agreement) contained in the Agreement, including, without limitation, security, confidentiality obligations, restrictions on use, and audit, and naming ID as an express third-party beneficiary and acknowledging that the Processor shall only access and use the Services to fulfill its processing obligation to Subscriber and for no other purpose. Subscriber acknowledges and agrees that it shall be liable for any breach of the Agreement by its Processor.

Provisions relating to access and use of the Services (excluding the license grant), disclaimer of warranties, indemnification, limitation of liability, audit, Subscriber's release of claims, payment of fees, confidentiality obligations, and any Pricing Amendment entered into by the parties providing for a term of duration, shall survive termination of your Subscriber Agreement.

About these Terms and Conditions

ID reserves the right to modify these Terms from time to time for purposes such as compliance with law and to reflect changes to the Services. Modifications will be posted online in these Terms. In the event of any conflict between these Terms and any subsequently modified terms, the modified terms shall prevail. By continuing to use the Services, Subscriber reaffirms its agreement to these Terms, as modified.