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The Site, the Content and the Services are provided to your organization (the "Subscriber"), subject to the applicable agreement governing the purchase/use of the specific Services you are requesting (the "Subscriber Agreement"), as well as these additional terms and conditions for access via the Internet (the "Terms and Conditions"). These Terms and Conditions will modify the applicable Subscriber Agreement and in the event of any conflict, these Terms and Conditions will supercede, to the extent necessary to resolve any conflict. Please note that if you are a customer of a third party consumer reporting agency to which Trans Union furnishes Services for resale to your organization ("third party agency"), these Terms and Conditions will apply to your organization but for the sake of clarity, the purchase of the Services by your organization from the third party agency will be governed by your agreement with such third party agency. TransUnion is not a party to any contractual arrangement entered into between Subscriber and the third party agency, and is not liable for any dispute that arises between Subscriber and third party agency, including any dispute relating to the purchase of Services by your organization from the third party agency.

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Whenever new products or services are introduced on the Site as part of the Services, Subscriber's use of such new Services will be subject to Subscriber's applicable Subscriber Agreement as well as these Terms and Conditions, unless we notify Subscriber otherwise. We reserve the right, in our sole discretion, to modify or update these Terms and Conditions from time to time. We will notify Subscriber of any changes to these Terms and Conditions by notice on this Site. Subscriber's continued use of this Site after following notice of such change means that Subscriber agrees to and accepts these Terms and Conditions as amended. If Subscriber does not agree to any modifications of these Terms and Conditions, Subscriber must immediately stop accessing or using this Site or requesting Services via this Site.

# Security

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Subscriber will be responsible for the availability and performance of any leased lines, modems or other communication devices required to obtain access to the Site or the Services, in addition to Subscriber's own network systems or those of its application service providers ("ASP"). For the purpose of this section, an ASP shall be any third party supplier whose services have been retained by Subscriber to receive, host, store, archive and/or process TransUnion consumer reports or any other information derived from the Services on behalf of Subscriber. Subscriber shall ensure that those allowed to request Services shall not attempt to obtain Services as it relates to themselves, associates, or any other person, except in the exercise of their official duties. Subscriber is responsible for all security breaches emanating from any of its (or its ASP's) leased lines, modems or other communication devices, as well as any unauthorized access, system compromise, Subscriber's password or code misuse or any unauthorized access using such Subscriber's password or code. TransUnion shall have no liability in relation thereof and Subscriber acknowledges that TransUnion shall assume that the individual(s) logging or accessing TransUnion's systems or the Site using the specific code(s) and password(s) assigned to Subscriber are in fact authorized to do so by Subscriber. Subscriber shall be liable for all actions and omissions of its ASP, including without limitation ASP's compliance with this Agreement and Subscriber shall indemnify and hold TransUnion harmless for all claims, losses, damages and expenses arising from ASP's non-compliance with any of the terms of this Agreement, any other acts and omissions of ASP and any disputes or issues arising in connection with ASP. TransUnion is not a party to any contractual arrangement entered into between Subscriber and ASP, and is not liable for any dispute that arises between Subscriber and ASP. Furthermore, Subscriber understands and agrees that ASP shall not be entitled as a third party beneficiary or otherwise, to take any action or have any recourse against TransUnion in respect of any claim based upon any actual or alleged

failure to perform under this Agreement.

Subscriber acknowledges and agrees that, because the Site is accessed via the Internet, which is an open network, neither TransUnion nor its suppliers, contractors, and vendors, of any tier, make any warranties of any kind with respect to the Site or the Content; with respect to loss or corruption of data; loss of, or damage to, equipment and/or software; system response times, access delays or access interruptions; nor computer viruses, whether express or implied including, without limitation, warranties of merchantability and fitness for a particular purpose. Subscriber shall have the right, and is encouraged by TransUnion, to maintain any other type of authorized connection to TransUnion for use or access to the Services, and to access any other TransUnion services that Subscriber has purchased or licensed from TransUnion and which are not accessible via the Site.

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Subscriber agrees to use the Site, the Content and the Services for lawful purposes only and in a manner consistent with all applicable local, national or international laws, rules and regulations, including consumer reporting legislation and privacy legislation. Potential users in any jurisdiction where laws (whether common or statutory) would: (i) void these Terms and Conditions in whole or in any essential part (the essential parts being at least, but not only, the provisions relating to the governing law and the disclaimer and limitation of liability); or (ii) render accessing the Site or the Content, or using the Services, illegal, are not authorized to use the Site, the Content or the Services.

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Subscriber agrees that Subscriber's use of the Site or the Content shall not be made the basis for any claim, suit, demand or cause of action or other proceeding against TransUnion and/or its licensors. Subscriber agrees, at Subscriber's own expense, to indemnify and hold TransUnion and our directors, officers, employees, representatives, agents and licensors harmless against any claim, suit, demand, action or other proceeding brought against TransUnion, its directors, officers, employees, representatives, agents and licensors by a third party as a result of Subscriber's breach of these Terms and Conditions.

### Severability

If any provision of this Agreement is held by a court of competent jurisdiction in any jurisdiction to be illegal, invalid or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall remain in force and effect.

#### No Waiver

No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

### **Electronic Communications.**

By accessing this Site or sending electronic mail to TransUnion, Subscriber is communicating with TransUnion electronically. By doing so, Subscriber agrees to receive communications from TransUnion electronically. TransUnion will communicate with Subscriber by electronic mail at the electronic mail address provided by Subscriber or by posting notices on this Site or any other web site that that may be generally designated in advance for such purpose. Subscriber consents to receiving electronically all agreements, notices, disclosures and other communications that TransUnion provides to Subscriber.

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