

SUMMIT LITIGATION SERVICES, LLC

TERMS & CONDITIONS

Effective: 11/01/2025

These Terms & Conditions (“Terms”) explain how **Summit Litigation Services, LLC** (“Summit”) provides investigative support services to licensed attorneys and their authorized agents (“Client”). By submitting an order or engaging Summit, the Client agrees to these Terms and confirms that all requests are lawful and tied to legitimate litigation needs.

1. What Summit Provides

Summit offers investigative support designed for civil litigation. Services include:

- Locating individuals, entities, and related parties
- Verifying identity before any further investigative steps
- Supplying factual information that helps attorneys fulfill litigation responsibilities
- Offering skip-tracing and related research requested by or on behalf of a licensed attorney

Summit does not provide legal advice, determine case strategy, or make recommendations regarding settlement value or liability.

2. Engagement Through Attorneys and Authorized Agents

Summit performs services only when directed by:

- A licensed attorney, or
- An authorized agent acting under that attorney’s direction.

By placing an order, the Client confirms that:

- The attorney is responsible for the request and its lawful basis
- The purpose relates to a current or reasonably anticipated civil matter
- All required permissions and authorizations have been obtained
- The person submitting the request has actual authority to do so

Summit is entitled to rely on these certifications without further investigation.

3. Lawful Use and Compliance Responsibilities

Summit follows all applicable federal and state privacy laws, including:

- Gramm-Leach-Bliley Act (GLBA)
- Driver’s Privacy Protection Act (DPPA)
- Fair Credit Reporting Act (FCRA)
- State privacy and data-protection laws
- Vendor-imposed permissible-use requirements

Summit’s role is limited to providing factual information for litigation-related purposes. Summit is **not** a consumer reporting agency and does not provide information for determining eligibility for credit, employment, insurance, housing, benefits, or any other FCRA-regulated use.

The Client is responsible for ensuring that Summit's work is requested, used, and stored in a manner that complies with all legal and ethical obligations governing the Client's practice.

4. Boundaries Around Research

Summit does not access or attempt to obtain information restricted by law, including but not limited to:

- Bank or financial account data
- Consumer credit reports or credit histories
- Health or medical records
- Telecommunications or call detail records
- Government benefit or tax information
- Restricted DMV data unless permitted under DPPA

Summit's work is limited to research that can be lawfully conducted using allowed data sources and identifiers.

Summit does **not** use automated, scripted, or bulk-query tools with any data vendor unless expressly authorized.

5. Identity Verification Before Investigation

Summit takes steps to ensure that all work is performed on the correct individual or entity. Identity verification is a protective measure for both the Client and the subject of the investigation.

Summit's verification practices include:

- Matching multiple identifiers (e.g., name + DOB + address)
- Comparing attorney-provided information to available data sources
- Avoiding work based only on name matches

If identity is unclear:

- Summit may request more details, or
- Treat the matter as inconclusive rather than risk researching the wrong person

Once verified:

Summit limits its research to the confirmed subject and the litigation-related purpose described by the Client.

No investigative steps proceed until identity is reasonably confirmed.

6. Use of Information

Summit provides information for **informational and investigative purposes only**.

Reports are provided "as is," and Summit does not guarantee:

- Accuracy or completeness of third-party data
- That requested information will be found
- That individuals or entities can be located
- That the information can be used as evidence in court

The Client is responsible for independently evaluating and verifying any information before using it in litigation, negotiation, or filings.

7. Confidentiality and Data Handling

Summit maintains the confidentiality of all information provided by the Client. Information is used only for:

- Fulfilling the requested investigation
- Compliance with vendor, legal, or regulatory requirements
- Internal audit and quality-assurance procedures

Summit maintains a written information security program (“WISP”) with administrative, technical, and physical safeguards designed to protect sensitive information and to meet GLBA Safeguards Rule requirements.

Summit does **not** sell or distribute Client information.

8. Security Incidents & Breach Response

If Summit becomes aware of a data-security incident involving vendor-supplied information, Summit will:

- Take immediate steps to contain and assess the issue
- Notify affected vendors in accordance with vendor requirements
- Cooperate with any vendor investigation
- Follow all applicable data-security and breach-notification laws

Summit may request reasonable cooperation from the Client if the incident involves information the Client provided.

9. Limits on Summit’s Liability

Summit is not responsible for:

- Errors or omissions in third-party data
- Delays or outages outside Summit’s control
- Incorrect or incomplete information supplied by the Client
- Any reliance placed on Summit’s work without independent verification
- Damages or losses arising from the Client’s use or misuse of information

The Client accepts full responsibility for how information is used.

10. Indemnification

The Client agrees to indemnify and hold Summit, its owners, employees, contractors, and agents harmless from any claims, damages, or expenses arising from:

- The Client’s use or misuse of information
- Requests submitted by an attorney or authorized agent
- Any misrepresentation of authority
- Any violation of law or professional ethics
- Any breach of these Terms

This obligation survives the end of the engagement.

11. Records and Documentation

Summit maintains only the records required to:

- Verify permissible use
- Satisfy vendor and regulatory requirements
- Document the nature of the investigative request

Summit does not maintain recordings, transcripts, or other materials unless required for compliance purposes and specifically within Summit's control.

12. Governing Law and Venue

These Terms are governed by the laws of the State of Idaho.

Any dispute related to Summit's services must be resolved in the state or federal courts located in Idaho, and the parties consent to that exclusive jurisdiction.

13. Acceptance of Terms

Submitting an order or otherwise directing Summit to begin work constitutes the Client's acceptance of these Terms in full and confirms that the request is lawful and tied to a legitimate litigation purpose.