

# NON-FCRA DATA RESEARCH USER AGREEMENT

Last Updated: \_\_\_\_\_

**Company:** FactFinders Investigations, LLC ("FactFinders")

This Non-FCRA Data Research User Agreement ("Agreement") is a legally binding contract between **FactFinders Investigations, LLC**, a Utah limited liability company doing business as **FactFinders** ("Company," "FactFinders," "we," "us," or "our"), and \_\_\_\_\_, the individual or entity applying for or using a **Non-FCRA Data Research Account** ("User," "you," or "your").

By manually signing, electronically accepting this Agreement, creating an account, or using our services, you acknowledge that you have read, understand, and agree to be bound by this Agreement.

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## 1. PURPOSE AND SCOPE OF SERVICES

The services provided under this Agreement consist of access to data research tools, databases, public records research, court record retrieval, skip tracing, asset location indicators, and related investigative data services (collectively, the "Services").

**THE SERVICES ARE PROVIDED STRICTLY FOR NON-FCRA PURPOSES.** The Services do **not** constitute consumer reports and may not be used for any purpose regulated by the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) or similar state laws.

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## 2. EXPRESS NON-FCRA CERTIFICATION

You expressly certify, represent, and warrant that you will **NOT** use the Services or any information obtained through the Services, directly or indirectly, for any of the following purposes:

- Employment screening, hiring, promotion, reassignment, or retention decisions
- Tenant screening or housing eligibility determinations
- Credit, lending, insurance underwriting, or eligibility decisions
- Any purpose that would cause the information to be deemed a "consumer report" under the FCRA
- Any personal, family, or household purpose

You acknowledge that misuse of the Services in violation of this section constitutes a **material breach** of this Agreement.

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### 3. PERMISSIBLE USES

Permissible uses of the Services include, but are not limited to:

- Litigation support and case research
- Due diligence for business transactions
- Fraud investigation and prevention
- Asset and financial interest research
- Judgment and lien research
- Location research for lawful business purposes
- Internal corporate investigations

You are solely responsible for ensuring your use of the Services complies with all applicable federal, state, and local laws.

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### 4. ACCOUNT ELIGIBILITY AND AUTHORIZED USERS

Accounts are available only to qualified business entities, law firms, attorneys, investigators, and other legitimate commercial users approved by the Company.

You agree to:

- Provide accurate and complete account information
- Limit access to authorized users only
- Maintain confidentiality of login credentials
- Notify us immediately of any unauthorized access

You are responsible for all activity conducted under your account.

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### 5. DATA SOURCES AND ACCURACY DISCLAIMER

The Services aggregate data from public records, proprietary sources, and third-party databases. **We do not guarantee the accuracy, completeness, or timeliness of any information provided.**

You acknowledge that:

- Records may be incomplete or outdated
- Errors may occur due to source limitations
- Information must be independently verified before reliance

The Services are provided on an **"AS IS"** and **"AS AVAILABLE"** basis.

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## 6. PROHIBITED USES

You agree not to:

- Resell, sublicense, or redistribute data without written authorization
  - Use the Services for harassment, stalking, or unlawful surveillance
  - Violate privacy, data protection, or consumer protection laws
  - Circumvent security measures or access restrictions
  - Represent the data as FCRA-compliant or consumer-reporting data
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## 7. FEES, BILLING, AND PAYMENT

You agree to pay all fees associated with your use of the Services in accordance with the pricing in effect at the time services are rendered.

All fees are:

- Non-refundable once searches are performed
- Subject to change with notice
- Exclusive of applicable taxes

Failure to pay may result in suspension or termination of your account.

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## 8. INTELLECTUAL PROPERTY

All content, software, databases, methodologies, and materials used in connection with the Services are the exclusive property of the Company or its licensors.

You are granted a limited, non-exclusive, non-transferable license to access and use the Services solely for permitted purposes under this Agreement.

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## 9. CONFIDENTIALITY AND DATA SECURITY

You agree to maintain the confidentiality of all non-public information obtained through the Services and to implement reasonable safeguards to protect such information from unauthorized disclosure.

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## 10. TERMINATION AND SUSPENSION

We reserve the right to suspend or terminate your account immediately if we determine, in our sole discretion, that:

- You have violated this Agreement
- Your use poses legal, regulatory, or reputational risk
- Continued access is no longer appropriate

Termination does not relieve you of payment obligations or liabilities incurred prior to termination.

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## 11. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Company, its officers, employees, and agents from any claims, damages, losses, liabilities, costs, and expenses arising out of or related to:

- Your misuse of the Services
  - Your violation of this Agreement
  - Your violation of applicable laws
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## 12. LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Company shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including loss of profits, data, or business opportunities.

The Company's total liability for any claim arising under this Agreement shall not exceed the amount paid by you for the Services in the three (3) months preceding the claim.

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## 13. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the **State of Utah**, without regard to its conflict-of-law principles.

Any legal action, suit, or proceeding arising out of or relating to this Agreement or the Services shall be brought exclusively in the **state or federal courts located within the State of Utah**, and the parties hereby consent to the personal jurisdiction and venue of such courts.

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## 14. ELECTRONIC SIGNATURES AND RECORDS

You consent to the use of electronic records and electronic signatures in connection with this Agreement. Your electronic acceptance constitutes your legal signature and is enforceable under the Electronic Signatures in Global and National Commerce Act (ESIGN Act).

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## 15. MODIFICATIONS

We may update this Agreement from time to time. Material changes will require re-acceptance as a condition of continued use of the Services.

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## 16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements.

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**BY SIGNING BELOW YOU ARE ACCEPTING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND BY ITS TERMS.**

Printed Name of Individual: \_\_\_\_\_

Printed Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title / Position: \_\_\_\_\_

Date Signed: \_\_\_\_\_