

AlumniFinder

APPLICATION AND AGREEMENT

Fax Your Application to 239-425-4401

1. Print on Paper, Fill out page one completely, You must have a PHYSICAL ADDRESS (No PO Boxes), and a BILLING CONTACT on page 1.
2. INITIAL your INDUSTRY CLASS and NO GLB and NO DPPA at the bottom of Page 2. Initial all 4 pages at the bottom right corner.
3. Include copies of 501 C3 Tax Exemption Letter from the IRS AND your STATE SALES TAX EXEMPTION CERTIFICATE
4. A MANAGER or DIRECTOR must sign and date page 4. The BILLING CONTACT must be entered on Page 1.
5. FAX only the completed 4 page Application and 501 C3 and Sales Tax Certificate to AlumniFinder at 239-425-4401.

The information submitted on this Application and Agreement will be used to determine eligibility for accessing information provided by Seisint, Inc. ("Seisint"). Seisint reserves the right to reject this Application and Agreement without reason or for any reason whatsoever, without recourse against Seisint or any of its employees, officers, directors, agents, affiliates, or other designees. Additionally, the applicant hereby authorizes Seisint to independently verify the information provided herein.

PART 1: (This Page must be filled out entirely.)

SECTION A: ACCOUNT INFORMATION

Account Name _____

Physical Address _____

City _____ State _____ Zip _____ Telephone (_____) _____

Company Web Address _____

SECTION B: ACCOUNT CONTACT INFORMATION

Last Name _____ First Name _____ Title _____

Telephone (_____) _____ Extension _____ Fax (_____) _____ Email _____

Address _____ Home Zip Code _____ Date of Birth _____

SECTION C: BILLING OPTIONS

Credit Card _____ (Complete Credit Card Information Below and Billing Contact) Direct Billing _____ (Proceed to Billing Contact)

PART 2: (If you choose to be billed on a credit card, fill out this portion and fill out the billing contact below.)

SECTION A: CREDIT CARD APPLICATION Allows for immediate access and automatic credit approval

We accept MasterCard, Visa, and American Express. For security and authentication purposes, we require the account holder to provide the address to which the credit card company mails the monthly statement. Cardholder Name _____ Card Number _____ Expiration (MM/YY) _____

Credit Card Statement Address _____

City _____ State _____ Zip _____

Card Type _____ MasterCard _____ Visa _____ American Express

By choosing to have my credit card billed directly by Seisint, I hereby authorize Seisint to bill my credit card for the charges incurred for use of Seisint's Accurint service. Additionally, I hereby agree that if the credit card company refuses to pay Seisint for such charges incurred for use of the Accurint Service, I shall be personally responsible for the payment of such charges.

SECTION B: BILLING CONTACT

By submitting this direct billing application, I certify that I am authorized to apply for credit on behalf of the company named in this Application. I further certify that the information I provide relating to this credit application is true and complete. I hereby grant permission to Seisint to verify the credit data relating to the credit information provided herein.

BILLING CONTACT

Last Name _____ First Name _____ Title _____

Telephone (_____) _____ Extension _____ Fax (_____) _____ Email Address _____

Billing Address _____

City _____ State _____ Zip _____

_____ [Initial]

SECTION B: COMPANY PRINCIPAL(S)

Principal(s) of Company (required for companies incorporated less than five years and also required for all sole proprietors and partnerships).

Last Name _____ First Name _____ Title _____ SSN _____ Last
Name _____ First Name _____ Title _____ SSN _____ Last
Name _____ First Name _____ Title _____ SSN _____

Dun & Bradstreet Number _____

BANKING INFORMATION Financial Institution _____ Contact Name _____
Title _____ Address _____ City _____
State _____ Zip _____ Contact Telephone Number (_____) _____ Extension _____ Type of Account: Checking _____ Savings _____
Account Number _____

BUSINESS CREDIT REFERENCES Name of
Creditor _____ Contact
Telephone Number (_____) _____ Account Number _____ Name of
Creditor _____ Contact
Telephone Number (_____) _____ Account Number _____

PART 4:

SECTION A: TYPE OF BUSINESS

_____ Sole Proprietor _____ Corporation _____ Partnership/LLC State of _____ Dun & Bradstreet
Number _____ Federal Tax ID _____

PROFESSIONAL LICENSE NUMBER _____ Date Issued/Expiration Date _____ Town/City
Issued _____ County Issued _____ State _____

SECTION B: INDUSTRY CLASS: (Check the item that best describes the type of business in which you are engaged—select one.)

_____ College / University _____ Other (Specify) _____
_____ Private School
_____ Non-Profit Institution

PART 5: TERMS AND CONDITIONS OF USE

SECTION A: ACCEPTABLE USES INITIAL BELOW

The information that the Accurant Service provides to the end user may contain consumer identification information governed by the Gramm-Leach-Bliley Act (GLB). In accordance with GLB, such information may only be used for the following purposes:

_____ I have NO GLB permitted use.

SECTION B: DPPA ACCEPTABLE USES INITIAL BELOW

The Accurant database also contains driver's license and motor vehicle registration information governed by the Driver's Privacy Protection Act (DPPA). In accordance with DPPA, such information may only be used for the following purpose:

I have no DPPA permitted use.

ADDITIONAL CONDITIONS:

The Administrator (Main Contact) will create user names and passwords for each user, the sharing of user names is prohibited.
The Administrator will monitor the usage of users (Activity Detail) to insure that only constituents in your database are researched.
The Administrator will reset passwords for individual users if they become suspended for inactivity or incorrect log-in attempts.
AlumniFinder will be notified immediately if the Main or Billing Contact change positions or leave your institution.

_____ [Initial]

SECTION C: TERMS AND CONDITIONS

1. **RESTRICTED LICENSE**. Seisint hereby grants to Customer a restricted license to use the Accurint Services in accordance with the acceptable use(s) identified by Customer in the Accurint Application and Agreement. The Accurint Application and Agreement has identified industry-specific appropriate uses for which its Accurint Services are to be used, and Customer agrees to state its appropriate use for any requested information prior to accessing it, to limit its use to those stated purposes, and to take appropriate measures so as to protect against the misuse of information provided pursuant to the Accurint Services. Customer shall not use the information provided hereunder for any purpose that would violate the privacy obligation policy and any other terms and provisions of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 *et seq.*), the Federal Drivers Privacy Protection Act (18 U.S.C. § 2721 *et seq.*), or any similar state or local statute, rule, or regulation. Customer shall not use the Accurint Services for purposes governed by the federal Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*) including the purpose of serving as a factor in establishing a consumer's eligibility for (a) credit or insurance to be used primarily for personal, family, or household purposes; (b) employment purposes; or (c) any other purpose authorized under the federal Fair Credit Reporting Act. Customer shall abide by such legislation and rules and regulations as may be enacted or adopted after the date hereof. Customer agrees that if Seisint determines or reasonably suspects that Customer is reselling or brokering the Accurint Services' programs or computer applications, or otherwise violating any of the laws or regulations described in these terms and conditions, Seisint may immediately terminate the delivery of, and the license to use, the Accurint Services.
2. **PERFORMANCE**. Seisint will use reasonable efforts to deliver the Accurint Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the Accurint Services; *provided, however*, that the Customer accepts all information "AS IS." Customer acknowledges and agrees that Seisint obtains its data from third-party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on Seisint for the accuracy or completeness of information supplied in using the Accurint Services.
3. **CHARGES**. For each response to a request for information, Customer agrees to pay to Seisint for use of the Accurint Services the applicable charge then prevailing for the information requested. Customer shall pay to Seisint fees in accordance with the prices as updated from time to time through online announcements, customer bulletins, and published price schedules. Seisint is not responsible for ensuring delivery of such updates, changes, additions, or deletions to any of its policies that may occur from time to time, and it is the Customer's responsibility to check the Accurint Service Website and/or publications for such notifications. All current and future Seisint pricing documents are deemed incorporated herein by reference.
4. **INTELLECTUAL PROPERTY**. Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the Accurint Services' programs or computer applications. Customer acknowledges that Seisint (and/or Seisint's third-party data providers) shall retain all right, title, and interest in and to the data and information provided by the Accurint Services under applicable contractual, copyright, and related laws, and Customer shall use such materials consistent with Seisint's interests and notify Seisint of any threatened or actual infringement of Seisint's rights.
5. **PAYMENT OF FEES**. Customer shall be responsible for payment for all services obtained through Customer's access identification code, whether or not such code is used by Customer or a third party, whether with or without Customer's consent, provided access to Customer's access identification code is not the result of use by a person formerly or presently employed by Accurint or who obtains the code by or through a break-in or unauthorized access of Accurint's offices, premises, records or documents, or computer system. Customer agrees that at all times during the term of this Application and Agreement it shall keep all passwords for use of Accurint Services confidential and shall provide such passwords only to individuals that have a need to know. Customer shall pay Seisint for all charges incurred for the use of the Accurint Services on a monthly basis, and Customer agrees to be electronically invoiced for those charges. At Customer's request, paper invoices can be mailed via the United States Postal Service at a cost of Ten Dollars (\$10) per month, which will be included in Customer's monthly invoice as an additional itemized charge. All payments are due within 20 days of the date of an invoice for the Accurint Services. Customer understands that it will be notified via electronic mail regarding all unpaid balances due. Customer shall pay interest at the rate of eighteen percent (18%) per annum from the date due on any charges not paid by the payment due date. All remittances shall be sent to Seisint, Inc., 6601 Park of Commerce Boulevard, Boca Raton, Florida, 33487. Seisint reserves the right to terminate this Application and Agreement and the right of Customer to use any information provided hereunder with prior notice to Customer upon any non-payment of fees by the date due.
6. **TERM OF AGREEMENT**. This Application and Agreement is for services rendered and shall be in full force and effect during such periods of time during which Seisint is providing services for Customer. Customer agrees that if it is found to be in violation of any specifications of this Application and Agreement, Seisint has the right to terminate Customer's access to the Accurint Services.
7. **GOVERNING LAW**. The Terms and Conditions of Customer's use of the Accurint Services shall be governed by and construed in accordance with the laws of the State of Florida, without effect to conflict of law principles. Additionally, any action brought pursuant to Customer's use of the Accurint Services or pursuant to the terms and conditions of this Application and Agreement shall be brought within the jurisdiction of the courts of Palm Beach County, Florida.
8. **ASSIGNMENT**. The license granted pursuant to this Application and Agreement to Customer to use the Accurint Services may not be assigned by Customer, in whole or in part, without the prior written consent of Accurint.

_____ [Initial]

9. **WARRANTIES/LIMITATION OF LIABILITY.** Neither Seisint nor any third-party data provider (for purposes of indemnification, warranties, and limitations on liability, Seisint and its data providers are hereby collectively referred to as "Seisint") shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided Accurint service-related data) for any loss or injury arising out of or caused in whole or in part by Seisint's acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the Accurint Services. If, notwithstanding the foregoing, liability can be imposed on Seisint, then Customer agrees that Seisint's aggregate liability for any and all losses or injuries arising out of any act or omission of Seisint in connection with anything to be done or furnished under this Application and Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00; provided, however, that such limitation of liability shall not apply to Seisint's indemnification obligation detailed in Section 10 hereof; and Customer covenants and promises that it will not sue Seisint for an amount greater than such sum even if Seisint and/or third parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against Seisint. Seisint does not make and hereby disclaims any warranty, express or implied, with respect to the Accurint Services provided hereunder; *provided, however*, that Seisint does hereby warrant that Seisint has complied with the law and applicable third-party data provider contracts in providing the Accurint Services. Seisint does not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of the Accurint Services or the components thereof or information provided hereunder. In no event shall Seisint be liable for any indirect, incidental, or consequential damages, however arising, incurred by Customer from receipt or use of information delivered hereunder or the unavailability thereof.

1. **SURVIVAL OF AGREEMENT.** Provisions hereof related to release of claims, indemnification, use of information and data, payment for Accurint Services, and disclaimer of warranties shall survive any termination of the license to use the Accurint Services.
2. **AUDIT.** Customer understands and agrees that in order to ensure compliance with the GLB, the DPPA, and other similar laws, Seisint will conduct periodic reviews of Customer activity and may, on a random basis, contact Customer to provide documentation of executed searches. Seisint shall also investigate all legitimate reports of abuse or misuse of Accurint Services by Customer or others. Customer agrees to cooperate fully with any and all investigations. Violations discovered in any review by Seisint will be subject to immediate action including, but not limited to, termination of the license to use Accurint Services, legal action, and/or referral to federal or state regulatory agencies.
3. **ATTORNEYS FEES.** The prevailing party in any action, claim or law suit brought pursuant to this Application and Agreement is entitled to payment of all attorney fees and costs expended by such prevailing party in association with such action, claim or lawsuit.
4. **CUSTOMER CHANGE.** Customer shall notify Seisint immediately of any changes to the information on Customer's Application for Accurint Services, such changes in information to include changes in the Account Contact (Part 1, Section B), Credit Card Application (Part 2, Section A), Billing Contact (Part 3), and Banking Information (Part 3). Seisint reserves the right to terminate Customer's access to the Accurint Services or terminate license to use the Accurint Services without further notice upon receipt of any change in Customer's status which in Seisint's sole discretion would cause Customer to be unable to comply with its obligations under this Application and Agreement.
5. **RELATIONSHIP OF PARTIES.** Customer shall at no time represent that it is the authorized agent or representative of Seisint.
6. **CHANGE IN AGREEMENT.** By receipt of the Accurint Services, Customer agrees to, and shall comply with, changes to the Restricted License (Part 5, Section C, ¶ 1) and changes in pricing as Seisint shall make from time to time by notice to Customer via e-mail online click wrap amendments, facsimile, mail, or other written notification. All e-mail notifications shall be sent to the individual named in the Account Contact Information section (Part 1, Section B), unless stated otherwise in this Application.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this Accurint Application and Agreement on behalf of the Applicant listed above and that the statements I have provided in this Application and Agreement are true and correct. Further, I hereby certify that the Applicant agrees to the terms and conditions set forth in this Application and Agreement.

APPLICANT

Signature _____

Print Name _____

Title _____

Dated _____ (mm/dd/yyyy)

ADDITIONAL CONDITIONS:

The Administrator (Main Contact) will create user names and passwords for each user, the sharing of user names is prohibited.
The Administrator will monitor the usage of users (Activity Detail) to insure that only constituents in your database are researched.
The Administrator will reset passwords for individual users if they become suspended for inactivity or incorrect log-in attempts.
AlumniFinder will be notified immediately if the Main or Billing Contact change positions or leave your institution.

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