

This Customer Certificate is executed as of the date of the Transaction by you, the customer (hereinafter referred to as "Customer") for the benefit of Identity Fraud, Inc. (hereinafter referred to as "IFI") and Experian Information Solutions, Inc., acting through its Business Information Solutions Group (hereinafter referred to as "Experian").

A. Restrictions on Use. In consideration for Customer's right to receive and use certain data and services (collectively, the "Services") from IFI and Experian, Customer understands and certifies to Experian and IFI that the Services:

- (i) will be used solely for business credit monitoring purposes or for other legitimate commercial purposes;
- (ii) will not be used as a factor in establishing an individual's eligibility for (a) credit or insurance to be used primarily for personal, family or household purposes, or (b) employment;
- (iii) will be used in compliance with all applicable laws, regulations and ordinances, and all special use restrictions set forth in the Agreement or adopted by Experian and/or IFI hereafter; and
- (iv) will be maintained in confidence and disclosed only to persons whose duties reasonably relate to the business purposes for which the information was requested.

B. Warranty Disclaimer and Limitation of Liability. Customer further acknowledges and agrees that the data and services:

- (i) are not guaranteed and that neither the IFI, Experian nor their sources will be liable to the Customer for any loss or damage based on any errors or omissions there from;
- (ii) are subject to the following exclusion of warranty. IFI, EXPERIAN AND THEIR DATA SOURCES DO NOT GUARANTEE OR WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES, DATA OR THE MEDIA ON WHICH THE DATA IS PROVIDED AND SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY IFI'S, EXPERIAN'S OR THEIR SOURCES' ACTS OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE, IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE DATA OR SERVICES. IN NO EVENT SHALL IFI, EXPERIAN OR THEIR SOURCES BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS OR LOST PROFITS), WHETHER FORESEEABLE OR NOT, AND HOWEVER CAUSED, EVEN IF IFI, EXPERIAN OR THEIR SOURCES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PARAGRAPH STATES IFI'S, EXPERIAN'S AND THEIR SOURCES' ENTIRE LIABILITY AND THE SOLE REMEDY OF CUSTOMER IN CONNECTION WITH THE PROVISION OF THE DATA AND SERVICES.
- (iii) IF, NOTWITHSTANDING THE PRIOR PARAGRAPH, LIABILITY CAN BE IMPOSED ON IFI, EXPERIAN OR THEIR SOURCES, THEN CUSTOMER AGREES THAT THE AGGREGATE LIABILITY FOR ANY OR ALL LOSSES OR INJURIES TO CUSTOMER CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED UNDER THE AGREEMENT, REGARDLESS OF THE CAUSE OR THE LOSS OR INJURY (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED THE AMOUNT PAID TO IFI FOR THE AFFECTED SERVICES AND CUSTOMER COVENANTS AND PROMISES THAT IT WILL NOT SUE IFI, EXPERIAN OR THEIR SOURCES FOR AN AMOUNT GREATER THAN SUCH SUM AND THAT IT WILL NOT SEEK PUNITIVE DAMAGES IN ANY SUIT AGAINST IFI, EXPERIAN OR THEIR SOURCES.