

END USER TERMS AND CONDITIONS TO SELL EQUIFAX REPORTS

Reseller may change references to "Reseller," "Customer" and "Services" to be consistent with the terms Reseller uses to describe itself and its customers in its own documentation, e.g., "Us" and "you".

1. Reseller hereby grants and Customer hereby accepts a limited, nontransferable, nonexclusive license to use the Services subject to the terms and conditions of this Agreement. Customer obtains no ownership rights in the Services, and shall not use the Services in any manner that infringes on the proprietary rights of Reseller or any of its third-party licensors or data providers.

2. Customer will use the Services in compliance with all applicable federal, state and local laws, statutes, rules and regulations. The Services will only be used by a Customer's responsible commercial financial personnel as follows:
 - in connection with a present or prospective creditor financial transaction with the business entity inquired upon or for other legitimate commercial purposes;
 - to review an existing account or credit relationship with Customer's business customers or otherwise manage risk associated with such customers;
 - to prevent fraud associated with business accounts; or
 - to assess risk associated with its vendors; and

Without limiting the foregoing, in no event may Customer use the Services to: (i) evaluate applications for accounts intended to be used primarily for personal, family or household purposes; (ii) to identify the risk of consumer accounts; (iii) locate former or delinquent holders of accounts intended to be used primarily for personal, family or household purposes; or (iv) prevent fraud with respect to accounts intended to be used primarily for personal, family or household purposes.

3. The Services are provided on an "AS IS", "AS AVAILABLE" basis. Neither Reseller nor any of its third party licensors or data providers will be liable for any claim or loss arising out of the content of, or errors or omissions in the Services. RESELLER AND ITS THIRD PARTY LICENSORS OR DATA PROVIDERS DO NOT GUARANTEE OR WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES 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 RESELLER'S OR ITS THIRD PARTY LICENSORS' OR DATA PROVIDERS', ACTS OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE, IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE SERVICES. IN NO EVENT SHALL RESELLER OR ITS THIRD PARTY LICENSORS OR DATA PROVIDERS 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 RESELLER OR ITS THIRD PARTY LICENSORS OR DATA PROVIDERS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PARAGRAPH STATES RESELLER'S AND ITS THIRD PARTY LICENSORS' OR DATA PROVIDERS' ENTIRE LIABILITY AND THE SOLE REMEDY OF CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SERVICES.