# ADDENDUM TO THE INTELLICORP SERVICES INC., ON-LINE SERVICE AGREEMENT

**Terms of Use for non-FCRA permissible purpose access to the Services**

THIS ADDENDUM (the “*Addendum*”), made this day of 20 , between

, located at , (“You or Subscriber”), and INTELLICORP RECORDS, INC. (the “*IntelliCorp*”) (also referred to collectively herein as “the Parties”) located at 3000 Auburn Dr, Suite 410, Beachwood, OH 44122.

# A. THE SUBSCRIBER AGREES:

1. You certify that your use of the non-FCRA access is for a lawfully acceptable purpose in compliance with all federal, state and local laws, and that the use is not for a purpose governed by the Fair Credit Reporting Act (15 U.S.C.§1681 et. seq.), as amended.
   1. State your lawful purpose for your non-FCRA use here:
2. You understand that the non-FCRA access for FCRA purpose/s is STRICTLY PROHIBITED. You certify that you shall not use the non-FCRA access in whole or in part to receive a consumer report governed by the FCRA. THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.
3. You are entirely responsible for your use of the non-FCRA access and you agree to indemnify and hold IntelliCorp Records, Inc., harmless for losses incurred from your unlawful use of the non-FCRA access.
4. It is illegal to use the non-FCRA access for the background check services for the following: employment screening, tenant screening, credit screening, insurance underwriting or any other purposes that are governed by the FCRA.
5. All other terms in the IntelliCorp Services, Inc.’s Online Services Agreement remain in effect unless amended in writing by IntelliCorp.
6. You cannot purchase the non-FCRA access unless you have accepted the Terms of Use of this Addendum.

**IN WITNESS WHEREOF**, the parties have executed this Addendum by their duly authorized representatives effective as of the day and year first above written.

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| Subscriber: | **IntelliCorp Records, Inc.** | |
| Signed: | Signed: |  |
| Name: | Name: | Todd R. Carpenter |
| Title: | Title: | President |
| Date: | Date: |  |

**Service Provider Privacy Addendum**

This Service Provider Privacy Addendum, dated as of **[Insert Date]** (“***Addendum***”), by and between **[Insert Customer entity name]** (“***Company***”), and **IntelliCorp Records, Inc.**, a (“***Service Provider***”), sets forth the terms and conditions relating to the Processing of Personal Information (as each such term is defined below) associated with services to beprovided by or products to be licensed by Service Provider to Company pursuant tothe **Subscriber Agreement**, dated **[Insert date]**, (the“***Agreement***”).

Whereas, Company is disclosing or making available Personal Information to Service Provider that is necessary for a business purpose pursuant to the Agreement; and

Whereas, Company and Service Provider have a mutual desire to preserve and maintain the privacy, confidentiality and security of such Personal Information.

# Now therefore, in consideration of the mutual covenants and agreements in this Addendum and the Agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Company and Service Provider agree as follows:

**Definitions**

“**Consumer**” means a natural person however identified, including by any unique identifier.

(B) “**Personal Information**” means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Consumer and includes, but is not limited to, the following:

(i) Identifiers such as name, alias, signature, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, telephone number, social security number, driver’s license number, state identification card number, bank account number, credit and/or debit card number, insurance policy number, passport number, any financial, medical, or health information, or other similar identifiers.

(ii) Characteristics of protected classifications under state or federal law.

(iii) Commercial information, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

(iv) Biometric information, including but not limited to, physical characteristics or description.

(v) Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a consumer’s interaction with an internet website, application, or advertisement.

(vi) Geolocation data.

(vii) Audio, electronic, visual, thermal, olfactory, or similar information.

(viii) Educational, professional or employment-related information.

(ix) Inferences drawn from any of the information identified in this subdivision to create a profile about a consumer reflecting the consumer’s preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(C) “**Process**”, “**Processed**”, or “**Processing**” means any operation or set of operations that are performed on Personal Information or on sets of Personal Information, whether or not by automated means.

**Service Provider Obligations regarding Personal Information**

(A) Service Provider or its affiliates shall not retain, use or disclose a Consumer’s Personal Information for purposes other than for performing the services or providing the products specified in the Agreement, as otherwise contemplated by the Agreement or any other agreement or arrangement between Company and Service Provider, or as otherwise permitted by laws applicable to the Consumer’s Personal Information, including but not limited to, with respect to California residents, the California Consumer Privacy Act.

(B) Service Provider and Company each represent and warrant that they have complied with laws applicable to Personal Information, including but not limited to the CCPA, and that such Personal Information may be provided to, or made available to, Service Provider and share with third parties in connection with the product or services under the Agreement or that is otherwise consistent with the Agreement or this Addendum.

# IN WITNESS WHEREOF, the parties acknowledge their agreement to the foregoing by due execution of the Addendum by their respective authorized representatives

# [COMPANY] IntelliCorp Records, Inc.

**[Company Address] 3000 Auburn Drive, Suite 410**

**Beachwood, OH 44122**

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| Signature:  Name:  Title:  Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature:  Name:  Title:  Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Todd R. Carpenter\_\_\_\_\_\_\_\_\_\_\_  President\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |