

Report A Client TM Terms of Service Last Revision: April 2019

Acceptance of these Terms of Service

Hello and thanks for using Report A Client TM . Our free-to-use For Realtors Web sites (e.g. ReportAClient.com , .net, .ca and others) and related mobile-focused applications and Web sites (our “Services”) are here to help you And other Realtors online.

This Terms of Service agreement (the “**Agreement**” or “**Terms**”) is between you and Report A Client TM (“**Report A Client**”, “**we**”, “**us**” or “**our**”), and sets forth the legally binding terms for your access and use of the Services. Report A Client TM provides the Services, and any text, graphics, photos, or other materials downloaded from or appearing on the Services (such materials, “**Content**”). Certain features of the Services may be subject to additional guidelines, terms or rules, which will be posted in or on the Services in connection with such features. All such additional terms, guidelines and rules are incorporated by reference into this Agreement. Each time that you access or use the Services, you signify that you have read, understand, and agree to be bound by these Terms, as well as our [Privacy Policy](#), which is incorporated by reference herein. When services from other Web sites and/or applications are made available through the Services (e.g., by logging into any of the Services using a social media username and password), you agree to be legally bound by the terms and conditions and privacy policies of those other Web sites and/or applications. **Please take a few minutes and read the Terms of Service agreement that you’re entering into, and pay special attention to our dispute resolution policy in [Section 12.10](#) which requires binding arbitration in most circumstances.**

IF YOU DISAGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR USE THE SERVICES.

Electronic Communications: By accessing the Services, you consent to have this Agreement provided to you in electronic form and that all agreements, disclosures, and other communications that we may provide to you in electronic form satisfy any legal requirements that our communications with you be in writing. You acknowledge that when you provide us with your contact information, including an email address or telephone number (“**Contact Information**”), sharing this information with us constitutes a “purchase” or “inquiry” that establishes a business relationship between you and us.

You expressly agree that we may communicate with you about the Services, using any or all Contact Information you provide to us. You also represent and warrant that you have the legal authority over any telephone number you provide to us. We may contact you, in person or by recorded message, by e-mail, telephone and/or mobile telephone number (including use of automated dialing equipment), text message (SMS or MMS), or any other means of communication that your telecommunications device may be capable of receiving. You may elect to opt out of receiving marketing emails at any time by following the instructions and link provided in the email. Please allow up to ten business days for our systems to reflect your marketing communication preferences. This Agreement includes the rights, obligations, and restrictions regarding your use of Report A Client TM and content posted on Report A Client TM . Report A Client TM may modify this Agreement at any time and such modification shall be effective upon posting by us of the updated terms at <https://www.reportaclient.com>. If we do this, we will post the amended Agreement on this page and indicate at the top of the page the date the Agreement was last revised. Your continued use of Report A Client TM following any amendment of this Agreement will signify your assent to and acceptance of its revised terms.

1. General Policies

1.1 Eligibility to Use the Services

In order to use the free-to-use Services on Report A Client™, you must be thirteen years or older (if between 13 and 18, you must have parental consent). In order to use the pay-to-use Services if any come available in the future, you must be 18 years of age or older and have the legal capacity to enter into this Agreement. In addition, you must not be barred from receiving services under United States law or the laws of any other jurisdiction. The Services are not for use by anyone under the age of thirteen years. If you are using any pay-to-use Services on behalf of your employer, you represent and warrant that you are authorized by them to accept these Terms, and that you will be using the Services for internal business use only. We reserve the right to suspend, terminate or deny your access to the Services for any (or no) reason, with or without notice and without further obligation.

1.2 Accounts and Security

Account Creation. In order to access and use certain Services, you will be asked to register and create a user account (an “**Account**”). As part of the Account creation process, you will create login credentials by selecting a password, providing an e-mail address, and answering all inquiries marked “required” (such credentials, the “**Registration Data**”). You agree: (i) that the Registration Data you provide will be true, accurate, current and complete at the time you provide it; (ii) to maintain and update such Registration Data to keep it true, accurate, current and complete; and (iii) that Report A Client™ may contact you and require you to confirm some or all of your Registration Data before using or continuing to use these Services. We reserve the right to terminate the limited licenses granted to you and to refuse to provide you with any and all current or future use of the Services if, in our sole discretion, we determine or are of the opinion that any of your Registration Data is, or appears to be, untrue, inaccurate, not current or incomplete.

If you create or log in to any of the Services using your credentials for a social media account such as Facebook, Twitter, LinkedIn or Google+, or link a social media account with your Report A Client™ account, you may be redirected to a sign-in request page. By signing-in using your credentials for that social media service, you agree that Report A Client™ may access certain information received from that service, as specified in the sign-in process or otherwise allowed by such social media service. We may use such information to facilitate your log-in and improve and provide the Services to you, as further described in our Privacy Policy. **Account Security.** You are responsible for maintaining the confidentiality of your account credentials, including your password, and for all activities, charges and/or liabilities if any, that occur from your Account, whether or not authorized by you. You agree that you will not share your username and password, or transfer, sub-license, sell or assign your rights in your Account to any other person or entity. You may not open multiple Accounts for the same service, and we will close Accounts associated with the same name. You must immediately notify Report A Client™ of any unauthorized use of your Account, login credentials, or any other breach of security of which you become aware by emailing ReportAClient@gmail.com. We will not be liable for any loss or damage arising from your failure to comply with this section. Any fraudulent, abusive, or otherwise illegal activity may be grounds for immediate suspension or termination of your account, at our sole discretion, and we may refer you to appropriate law enforcement agencies. Report A Client™ has no obligation to retain any data associated with your Account if it is terminated.

Audit. Report A Client™ reserves the right to audit your use of the Services and Content. You agree to cooperate and to provide us all documentation reasonably requested related to the use of your account.

You are responsible for all activity occurring on your account and shall abide by all applicable local, provincial, federal and foreign laws, treaties and regulations in connection with your use of Report A Client™, including without limitation, those related to data privacy. You agree to immediately notify Report A Client™ of any unauthorized uses of the account or any other breaches of security. Report A Client™ cannot and will not be liable for any loss or damage from your failure to comply

1.3 Privacy Policy

Report A Client™ maintains a Privacy Policy describing the collection, retention, and use of information related to your use of the Services. You can And this policy at <https://?? ??????????????????>

1.4 Payment Policy for Pay-To-Use Services

Premium Content. Use and Access of Report A Client™ will always remain FREE to Real Estate Agents, Realtors and Real Estate Professionals. If at some time in the future some of the Content offered through the Services may only be available for a fee (such Content, “**Premium Content**”). By purchasing Premium We will refund that amount to your card in 24 hours or less. The pre-approval amount may not be immediately available to you, even if you cancel the transaction. You may or may not see these transactions on your bill.

2. License and Access to the Services

2.1 Limited License

Except for allowing you to access and use the Services for your own personal use (or, with respect to the pay-to-use Services, internal business use), when you use the Services, you are not receiving a license or any other rights from Report A Client™, including intellectual property or other proprietary rights of Report A Client™. You understand that you have no rights to the Services or Content or any other Report A Client™ property except as indicated in these Terms and all rights and licenses not expressly granted to you in this Agreement are retained by Report A Client™. To the extent any component of the Services or Content may be offered under an open source license, we will make that license available to you and the provisions of that license may expressly override some of these Terms. Report A Client™ may revoke or terminate the license granted above in its sole discretion, at any time. Without limiting the generality of the foregoing, we may revoke or terminate the license if you: (i) breach any obligation in this Agreement or in any other agreement between you and us, (ii) violate any policy or guideline applicable to the Services or Content, or (iii) use the Services or the Content other than as specifically authorized in this Agreement, without our prior written permission.

2.1 (b) Ownership of Content and Limited License

The following definitions apply to material on the Service:

1. “Content” means any and all content, including, without limitation, photos, profiles, messages, notes, text, courses, tests, information, music, video, advertisements, listings, and other content appearing anywhere on Report A Client™ at any time.
2. “User Content” means any and all Content that you upload, publish, offer, display (collectively, “post”) transmit, sell, share, and/or otherwise make available on and/or through Report A Client™
3. “Third Party Content” means any and all Content that a party other than you or Report A Client™ posts, transmits, sells, shares, and/or otherwise makes available on and/or through Report A Client™.

4. “Site Content” means any and all Content that is neither User Content nor Third Party Content.

Both Report A Client™ and all Site Content are the property of Report A Client™, its users or its licensors, with all rights reserved. Neither Report A Client™ nor any Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Report A Client™’s prior written permission. Report A Client™ grants you a limited license to access and any portion of the Site Content to which you have properly gained access, solely for your personal use, and provided that you keep all copyright or other proprietary notices intact. Such license is subject to these Terms of Use and does not include use of any data mining, robots or similar data gathering or extraction methods. Your rights to use Third Party Content are governed by the applicable Third Party License Terms that are established by those Third Parties from time to time. Any use of Report A Client™ or the Site Content other than as specifically authorized herein, without the prior written permission of Report A Client™ or the applicable Third Party, as the case may be, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time without notice and with or without cause.

2.2 No Unauthorized Access

You may not do any of the following while accessing or using the Services:

- use any robot, spider, site search/retrieval application, or other automated device to download, retrieve, scrape, distribute or index any portion of the Content, or permit any third party to do the same;
- gain unauthorized access to any of the Services, other accounts, computer systems or networks connected to any Report A Client™ servers, through hacking, cracking, and/or distribution of counterfeit software, password mining or any other means; reproduce, modify, distribute, decompile, disassemble, or reverse engineer any portion of the Services; probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; damage, disable, overburden, or impair any Report A Client™ server, or the network(s) connected to any Report A Client™ server, or interfere with any other party’s use and enjoyment of any of the Services; falsify or alter any unique identifier assigned to you, or otherwise obscure or alter the source of queries to the Service; forge any TCP/IP packet header or any part of the header information in any email, or in any way use the Services to send altered, deceptive, or false source- identifying information; engage in “framing,” “mirroring” or otherwise simulating the appearance or function of the Services;
- make the functionality of the Services available to multiple users through any means including, but not limited to, deep-linking to one of our Web sites or uploading one of our apps to a network;
- interfere with, interrupt, destroy or limit the functionality of the Services or any computer software or hardware or telecommunications equipment, including, without limitation, sending viruses, overloading, flooding, spamming, or mail-bombing the Services; or with respect to pay-to-use Services, access such Services from outside the United States of America, its possessions and territories.

3. Using the Services: Requirements and Restrictions

3.1 Trademarks

“Report A Client™,” and other Report A Client™ graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks or trade dress of Report A Client™. Trademarks and trade dress used by Third Parties in association with the sale or license of their goods or services on the Site are the property of the respective owner. Such trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the respective owner

3.2 Marketing and Resale Restrictions

You may not use, or allow a third party to use, the Services or Content for any marketing purposes, including making telemarketing calls and transmitting unsolicited advertisements via paper mail, fax or email. You may not use, or allow a third party to use, the Services and Content to prepare any database (or compare one database to another) to append, verify or create a new database. Content may not be published, sold, or rented to any third party.

3.3 Automated Searching

We do not allow scraping or automated collection of our Content. If we determine that you are using use automated means (e.g., robot or spider) to retrieve, distribute or index any portion of our Content, or more than one individual is using your Account at any one time, your Account may be turned off or your access otherwise blocked, without notification, for further investigation. If you feel your Account has been turned off or your access to the Services has been blocked in error please contact our Customer Support team.

3.4 General Restrictions

You also agree to adhere to the following:

You will use the Services only for appropriate, legal purposes, and in compliance with all applicable federal, state, and local laws and regulations, including export control laws. Any unauthorized use of the Services or Content is expressly prohibited.

You are responsible for determining which laws apply based on your use of the Content. You will obtain any and all necessary licenses, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation that govern your use of the Services

You are solely responsible for all User Content. You understand and agree that Report A Client™ may, but is not obligated to, review, delete, and/or remove User Content (without notice) in its sole discretion, for any reason or no reason, including without limitation User Content that, in each case in the sole judgment of Report A Client™, violates this Agreement, might be offensive, illegal, or might violate the rights, harm, or threaten the safety of users or others.

You will not use the Services or information derived from the Services in combination with any purpose, or personal information, covered under the Gramm- Leach-Bliley Act, Health Insurance Portability and Accountability Act, or the Children’s Online Privacy Protection Act.

You will not use the Services in a manner that may cause emotional or physical harm to anyone, or to stalk, threaten, defame, libel, or otherwise harass another person. You may not use the Services for the furtherance of any criminal activity, including fraud and identity theft, or in the violation of any person’s privacy rights.

You will not use the Services to seek information about or locate any person under the age of 18.

You will not use the Services to obtain personal information pertaining to famous people, government officials, or election candidates.

You will not falsely state, impersonate, or otherwise misrepresent your identity or your affiliation with any person or entity while using the Services.

You will not use the Services to post, publish, or transmit any text, graphics or material that: (i) is false or misleading; (ii) is obscene, pornographic, or offensive; (iii) promotes bigotry, racism, or hatred against any individual or group; (iv) infringes another's rights, including intellectual property rights; or (v) violates, or encourages any conduct that would violate, any applicable law or regulation, or would give rise to civil liability.

You will not use the Services to send any commercial email or SMS that does not comply with CAN-SPAM, the Telephone Consumer Protection Act, or any other applicable federal or state law.

You will not use the Services to promote or provide instructional information about illegal activities or promote physical harm or injury against any group or individual.

You will not use the Services or Content in connection with credit repair or credit counseling services.

Report A Client™ has the right to investigate and bring claims for violations of any of the above to the fullest extent of the law. We may, but are not required to, provide notice of such violations beforehand. We are not obligated to continue to provide such notice prior to pursuing claims for violations of the Terms.

4. Legal Notices About Your Searches

4.1 Megan's Law Disclaimer

Informational Only. The Company and the government agencies that provide this data have not considered or assessed the specific risk that any convicted sex offender displayed in a search of the Content will commit another offense, or the nature of any future crimes that may be committed.

Legal Limits on Disclosures. Under some state's laws, certain registered sex offenders are not subject to public disclosure, so they are not included in sex offender databases. Offenses other than the crimes for which the convicted sex offender is required to register are generally not included in sex offender databases, so the Content may not reflect the entire history of a particular individual.

Mistaken Identities. Extreme care must be taken in the use of information because mistaken identification may occur when relying solely upon name, phone, and address to identify individuals.

Errors and Omissions. Because information can change quickly, and there may be gaps in data received, we make no representation, either express or implied, that the information on this site is complete or accurate. Report A Client™ shall not be held responsible for any errors or omissions in the Content, or produced by secondary dissemination of this information. **Notice of Corrections.** If you believe that any information provided by the Services is in error, please contact Report A Client™ for more information.

Legal and Illegal Uses. The information in the Content is made available solely to authorized users. Criminal misuse of this information may subject the person who misuses it to a sentence enhancement, in addition to the punishment for the crime committed.

4.2 Public Records Disclaimer

Public Records for Informational Use. The Services provide a database of public records and publicly available sources of information aggregated for your convenience, including but not limited to property and license records ("**Public Information**"). This Public Information may be made available to you through the Services and is provided for informational purposes only.

No Verification of Content. Report A Client™ does not verify Public Information or any other Content. While we are constantly updating and refining the Services, we do not warrant or guarantee that the results

provided will be accurate and up to date and, consequently, Report A Client™ shall not be responsible or liable for the accuracy, completeness, usefulness, or legality of any Public Information or the availability or unavailability of the Services or Content. Report A Client™ does not make any representation or warranty as to the character or the integrity of the person, business, or entity that is the subject of any searches. Report A Client™ also reserves the right to delete any information from its databases at any time.

You agree to rely on the Public Information, and any other Content, available through the Services at your own risk.

5.1 Intellectual Property

Ownership of Content and Marks. The Services, and all material published on or accessible through the Services, including, but not limited to text, photographs, video, graphics, music, images, animations, audio, “applets” incorporated into the software data, sounds, messages, comments, ratings, and other materials that are part of the Services, is owned by Report A Client™ or its licensors, and is protected by copyright, trademark, and other laws of both the United States and foreign countries.

All trademarks, service marks, trade names, and trade dress contained in the Services (“**Marks**”), are proprietary to Report A Client™ and may not be used by you unless expressly authorized to do so. This prohibition includes, but is not limited to, unauthorized copying or distribution of any of the Content displayed or used on the Services, framing Content, using Meta tags or “hidden text,” creating any unauthorized derivative work, or in any other way exploiting the Marks, the Content or the Services. You agree you will not reproduce, publish, transmit, perform, sell, create derivative works of, or in any way exploit, any of the Marks, the Content, or the Services, in whole or in part. You acknowledge that you do not acquire any ownership rights in any Content downloaded from the Services. All right, title and interest in and to the Content and Services is and will remain the exclusive property of Report A Client™ and its licensors. Any feedback, comments, or suggestions you may provide regarding Report A Client™ or the Services, including correspondence with Customer Service (collectively, “**Feedback**”), is entirely voluntary. We shall have no obligation to you of any kind, monetary or non-monetary, with respect to Feedback and shall be free to reproduce, use, disclose, exhibit, display, transform, create derivative works from and distribute the Feedback to others without limitation or obligation.

We may use third-party trademarks in the Services to identify the owners of these marks. Use of any third-party trademark is intended only to identify the trademark owner and its goods and services, and is not intended to imply any association between the trademark owner and Report A Client™.

No Other License Granted. Except for allowing you to use the Services and Content for your personal use or internal business purposes as set forth in above, when you use the Services, you are not receiving a license or any other rights from Report A Client™, including intellectual property or other proprietary rights of Report A Client™. You understand that you have no rights to the Services or any other Report A Client™ property except as described in these Terms.

Content You Provide or Transmit. In the course of using the Services, you may transmit or otherwise make available certain content to us, including information about yourself. You grant us a world-wide, royalty-free, perpetual, irrevocable license to use, reproduce, modify, perform, display, distribute, create derivative works in, store and archive such content. You understand and agree that Report A Client™ retains the right to reformat, excerpt or translate any content provided or transmitted by you. You also agree that we may collect and use technical information such as your IP address, device ID, and other information including, but not limited to, technical data about your mobile device and system software and peripherals, for product improvement, customer support, and to provide other services to you related to the Services. We have no obligation to monitor content you provide and submit through the Services, but we do reserve the right to monitor and review such content, for the purpose of operating the Services, to ensure your compliance with

this Agreement, or to comply with applicable law or the requirement of a court, administrative agency or other governmental body.

5.1 Report A Client™ Marketplace

Report A Client™ may from time to time offer goods and services through Report A Client™, and may offer you or other Third Parties the ability to offer and/or purchase goods and services for sale to and/or from Third Parties through Report A Client™ (“Third Party Transaction”). All transactions conducted in connection with this aspect of Report A Client™ are subject to and governed by such guidelines as Report A Client™ posts from time to time (the “Guidelines”), as well as this Agreement. The Guidelines are subject to change without prior notice at any time, in CSOD’s sole discretion, so you should review the Guidelines before each Third Party Transaction.

You are solely responsible for your interactions with other users of Report A Client™. Parties to a Third Party Transaction are solely responsible for all interactions with each other, for arranging for payment and the exchange of the goods or services purchased if applicable, and for the results and performance of any transaction or relationship entered into with Third Parties through Report A Client™. You acknowledge that Report A Client™, and its subsidiaries, affiliates, officers, directors, shareholders, agents, licensors, suppliers, co-branders or other partners, employees, successors and assigns (the “Report A Client™ Parties”) are not responsible or liable for any action or inaction of any Third Party to a transaction, for any failure to perform, to pay any amounts due, or to deliver any merchandise or services as promised, or for any other aspect of a Third Party Transaction. The capability to conduct Third Party Transactions or otherwise deal with Third Parties through Report A Client™ is provided by Report A Client™ “as is” and any such transactions and dealings are at your own risk. You agree that you are solely responsible for establishing Third Party License Terms for any User Content provided by you to the Site, and that Report A Client™ has no responsibility or liability for any breach by Third Parties of such Third Party License Terms, and that you are solely responsible therefor.

Any fees or payments collected by Report A Client™ applicable to any such transactions are set forth on Report A Client™, and all terms and conditions applicable to such fees are set forth in this Agreement. However, please note that your purchases of products or services from Third Parties through Report A Client™ are subject to the terms of sale of those Third Parties, as those transactions are strictly between you and the other party to the transaction.

6. Additional Terms for Mobile Applications

6.1 Mobile iOS Applications

We grant you a non-transferable license to download and use any Services made available via an iOS application on any iPhone®, iPod® touch, and/or iPad® device(s) that you own or control, as permitted by the usage rules set forth in the Apple App Store Terms of Service. If you use such iOS Application, you acknowledge that we may access and use your mobile device’s Unique Device Identifier via the application for the following purposes: (i) identification of users and authorization for account access; (ii) tracking and

reporting of anonymous usage statistics; and (iii) to enable third parties to deliver targeted advertising and/or track the performance of their advertising.

Further, if you use an iOS Application, you acknowledge that Apple, Inc. (“**Apple**”) has no obligation to furnish any maintenance and support services in connection with such iOS Application. In the event of any failure of the iOS Application to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price (if any) to you. Beyond such refund, Apple will have no other warranty obligations with respect to any Report A Client™ iOS Application and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty (for which we are deemed responsible) will be our sole responsibility. You further acknowledge that Report A Client™, and not Apple, is responsible for addressing any claims relating to its iOS Applications or your possession and/or use thereof, including, but not limited to: (i) product liability claims; (ii) any claim that the a Report A Client™ iOS Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You also acknowledge that in the event of a third party claim that a Report A Client™ iOS Application or your possession and use of a Report A Client™ iOS Application infringes a third party’s intellectual property rights, Report A Client™, and not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such claim. You represent and warrant that you are not (i) located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and (ii) listed on any U.S. Government list of prohibited or restricted parties. You acknowledge and agree that Apple and its subsidiaries are third party beneficiaries of this paragraph, and that Apple will have the right, and will be deemed to have the right, to enforce this paragraph.

Any questions, complaints or claims regarding any Report A Client™ iOS Application should be directed to: Report A Client™.

6.2 Android Applications

If you use any of the Services made available via a Google Play Application, you acknowledge that you must contact Report A Client™, not Google, concerning any defects or performance issues in applications downloaded and installed from Google Play. Report A Client™ is solely responsible for, and Google will have no responsibility to undertake or handle support and maintenance of any Services and any complaint about our Services. You acknowledge and agree that Google and its subsidiaries are third party beneficiaries of this Agreement.

7. Third Parties

7.1 Third Party Links

Report A Client™ may, as a convenience to you, make links to third-party Web sites or resources available on or through the Services. Report A Client™ is not responsible in any way for, and does not make any representation, warranty, guarantee or endorsement regarding any third party Web sites and resources which may be accessed through us. In addition, Report A Client™ does not endorse or adopt, and is not directly or indirectly responsible or liable for: (i) any content, advertising, goods or services, or other materials available on or from such Web sites or resources; or (ii) any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, advertising, goods, services or other materials on or available from such Web sites or resources.

You acknowledge sole responsibility for and assume all risk arising from your use of any third party Web sites or resources.

7.2 Third Party Partner Terms of Use

Certain Services use mapping functionality provided by Google Maps, which is subject to additional terms found at http://www.google.com/help/terms_maps.html.

8. Notification of Claimed Infringement

Report A Client™ strives to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act and other applicable intellectual property laws, which may include removing or disabling access to material claimed to be the subject of infringing activity. If you believe that any of the materials available on or through the Services infringes on any copyright you own or control, or that any link made available on or through the Services directs users to another Web site that contains material that you own or control, please send us a notice of infringement (an “**Infringement Notice**”). An Infringement Notice must be in writing (sent by fax or regular mail – not by email) and should set forth the items specified below. Please note that you may be liable for damages (including costs and attorneys’ fees) if you materially misrepresent that a product or activity is infringing your copyrights.

To expedite our ability to process an Infringement Notice, please provide the following information:
An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
A description of the copyrighted work that you believe is being infringed;
A description of the location of the material that you believe is infringing the copyrighted work;
Your contact information (please include your address, telephone number, and email address);

A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and a statement by you, made under penalty of perjury, that the information contained in your Infringement Notice is accurate and that you are the owner of the copyright interest or authorized to act on his or her behalf.

Sign the Infringement Notice and send the written communication to: Report A Client™.

9. Opt-Out Policy

Upon request, we can suppress an individual’s contact information records over which we have control from being shown through the Services. To suppress your contact information, you need to be either the person associated with the applicable name, address, or phone number, or be legally authorized to act on behalf of that person. We endeavor to make changes within 72 hours of receipt of your opt-out request.

Instructions on how to suppress your contact information can be found on our FAQ by following [this link](#) and clicking on the tab that says “How do I remove my information?”.

You understand that an opt-out request will only suppress contact information available directly through the Services, and cannot remove information from third- party sources, such as court records, voter registration lists, and property records. We do not warrant that a request for removal of or change to contact information will result in removal of or change to all of your information from the Services. Further, we are not responsible for informing any third party of any changes you may request pursuant to this policy, and we cannot remove or cause to be removed information from the databases or records of any third party.

10. Special Provisions

10.1 Special Provisions Applicable to Software

If you download or use certain Services, such as an app or a browser plug-in, you agree that, from time to time, the software may download and install upgrades, updates, and additional features from us in order to improve, enhance, and further develop the Services.

10.2 Special Provisions Applicable to Users Outside the United States

The following provisions apply to users who interact with Report A Client TM outside the United States, its territories and possessions:

1. You understand and agree that we may transfer, process and store your personal data outside of the country in which you live.
2. You will not use the pay-to-use Services if you are prohibited from receiving products, services, or software originating from the United States.
3. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data

Report A Client TM makes no representation that the Services are available for use in any particular location. To the extent you choose to access and/or use the Services, you are responsible for compliance with any applicable laws including, but not limited to, applicable local laws.

11. Disclaimers; Limitations of Liability; Indemnification

11.1 Disclaimer of Warranty

YOU USE THE SERVICES AT YOUR SOLE RISK. YOU EXPRESSLY AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR (A) ANY DAMAGE, INCLUDING DAMAGE TO YOUR COMPUTER SYSTEM, OR LOSS OF DATA, THAT RESULTS FROM YOUR USE OF THE SERVICES, AND (B) FOR ANY DISCLOSURE OF INFORMATION THAT YOU UNDERTAKE WHILE USING THE SERVICES OR THE CONTENT. TO THE EXTENT PERMITTED APPLICABLE LAW, REPORT A CLIENT TM PROVIDES THE SERVICES AND THE CONTENT “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS,” WITHOUT WARRANTY OF ANY KIND.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, REPORT A CLIENT TM AND ITS AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF REPORT A CLIENT TM IS ADVISED OF SUCH PURPOSE), AND IMPLIED WARRANTIES ARISING FROM A PARTICULAR COURSE OF DEALING OR USAGE OR TRADE.

WITHOUT LIMITING THE FOREGOING, NEITHER Report A Client™ NOR ANY OF ITS AFFILIATES OR LICENSORS, NOR ANY OF THEIR OFFICERS, DIRECTORS, LICENSORS, EMPLOYEES OR REPRESENTATIVES (COLLECTIVELY, THE “**PROVIDERS**”), REPRESENT OR WARRANT (I) THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE ACCURATE, TRUTHFUL, COMPLETE, RELIABLE, OR ERROR FREE; (II) THAT THE SERVICES WILL ALWAYS BE AVAILABLE OR WILL BE UNINTERRUPTED, ACCESSIBLE, TIMELY, RESPONSIVE, OR SECURE; (III) THAT ANY ERRORS OR DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES WILL BE FREE FROM VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL PROPERTIES; (IV) THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF ANY CONTENT AVAILABLE ON OR THROUGH THE SERVICES; (V) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; OR (VI) THAT THE CONTENT IS NON-INFRINGEMENT.

NO INFORMATION OR ADVICE PROVIDED THROUGH THE SERVICES, BY THE COMPANY, OR BY THE COMPANY’S EMPLOYEES OR AGENTS SHALL CREATE ANY WARRANTY.

Some states do not allow the exclusion of certain warranties. Accordingly, some of the above limitations and exclusions may not apply to you.

11.2 Limitation of Liability

IN NO EVENT SHALL Report A Client™ OR ANY OF THE PROVIDERS BE LIABLE, WHETHER UNDER ANY IMPLIED INDEMNITIES OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH: (I) USE OF THE SERVICES OR THE CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGE CAUSED BY ANY RELIANCE ON, OR ANY DELAYS, INACCURACIES, ERRORS OR OMISSIONS IN, THE SERVICES OR CONTENT, WHETHER PROVIDED BY Report A Client™ OR BY THIRD PARTIES; (II) ANY USE OR INABILITY TO USE OR ACCESS THE SERVICES FOR ANY REASON, (III) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR SEARCHES, CONTENT, OR ACCOUNT, (IV) ANY CONTENT PROVIDED BY OR CONDUCT OF ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF THIRD PARTIES; OR (V) ANY CONTENT OR SERVICES DISCUSSED, PURCHASED OR OBTAINED, DIRECTLY OR INDIRECTLY, THROUGH THE SERVICES, EVEN IF Report A Client™ AND/OR THE PROVIDERS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF Report A Client™ OR THE PROVIDERS ARISING OUT OF OR RELATING TO THE USE OF THE SERVICES AND/OR THE CONTENT EXCEED THE GREATER OF U.S. \$100.00 OR THE AMOUNT YOU PAY TO Report A Client™, IF ANY, IN THE PAST SIX MONTHS, FOR ACCESS TO OR USE OF THE SERVICES.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and exclusions may not apply to you.

11.3 Indemnification

You agree to hold harmless, defend, and indemnify Report A Client™ and the Providers from all liabilities, claims, demands and expenses, (including, but not limited to, reasonable attorneys’ fees), that are due to, arise from, or otherwise relate to your use or misuse of the Services or the Content including, without limitation, any actual or threatened suit, demand or claim made against Report A Client™ or any Provider

that arises out of or relates to: (i) any intellectual property rights or other proprietary rights of any third party, and (ii) your breach of this Agreement. Report A Client™ may assume exclusive control of any defense of any matter subject to indemnification by you (which shall not excuse your obligation to indemnify Report A Client™), and you agree to cooperate with Report A Client™ in such event. You shall not settle any dispute subject to your indemnification under this Agreement without prior written consent from Report A Client™.

12. General Terms

12.1 Controlling Law

These Terms will be governed by the laws of the State of Tennessee without regard to or application of its conflict of law provisions or your state or country of residence.

12.2 Severability and Waiver.

Waiver. Report A Client™'s failure to enforce a provision of this Agreement is not a waiver of its right to do so later or to enforce any other provision.

Severability. If any provision of these Terms of Service are held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make it enforceable, and such decision will not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances.

12.3 Assignment

You may not assign any of your rights or obligations under this Agreement, and any such attempt will be void. Report A Client™ may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

12.4 Changes to the Service

We reserve the right, at any time and in our sole discretion, to amend, modify, suspend, or terminate the Services, the Content, and any part thereof, without notice to you. Report A Client™ shall have no liability to you or any other person or entity for any modification, suspension, termination, or loss of information.

12.5 Termination

These Terms will remain in full force and effect while you use the Services. If you wish to terminate this Agreement or your Account, you may simply discontinue using the Services. Report A Client™ may terminate your access to all or any part of the Services or Content at any time, with or without cause, with or without notice, effective immediately. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, payment obligations, warranty disclaimers, release of claims, indemnity, and limitations of liability.

Nothing in this section shall affect Report A Client™'s right to change, limit, or stop the provision of the Services without prior notice, as provided in section 12.4.

12.6 No Third Party Beneficiaries

Except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

12.7 Headings

The headings of the sections contained in these Terms are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of the Terms.

12.8 Changes to Terms

We reserve the right to change these Terms of Service at any time by posting the most current version of the Terms with a new Effective Date shown. It is your responsibility to review these Terms of Service prior to each use of the Services, and by continuing to use the Services, you agree to any changes. If you do not agree to these Terms, you must discontinue using the Services immediately.

12.9 Additional Terms

Special terms or rules may apply to some services offered on our Web site or mobile applications, such as rules for special promotions or other features or activities. Any such terms are in addition to these Terms. In the event of any conflict or inconsistency between these Terms, our Privacy Policy, and any rules, restrictions, limitations, terms and/or conditions that may be communicated to users of the Service, Report A Client™ shall determine which rules, restrictions, limitations, terms and/or conditions shall control and prevail, in our sole discretion, and you specifically waive any right to challenge or dispute such determination.

12.10 Dispute Resolution: Agreement to Arbitrate

Please read the following sections carefully, as they affect your rights.

ANY DISPUTE, CLAIM OR CONTROVERSY BETWEEN YOU AND Report A Client™ RELATING IN ANY WAY TO THIS AGREEMENT OR YOUR ACCESS TO OR USE OF THE SERVICES OR CONTENT, WHETHER BASED IN CONTRACT, STATUTE, REGULATION, ORDINANCE, TORT (INCLUDING, WITHOUT LIMITATION, FRAUD, MISREPRESENTATION, FRAUDULENT INDUCEMENT, OR NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY (“DISPUTE”), WILL BE RESOLVED BY BINDING ARBITRATION IF IT CANNOT BE RESOLVED THROUGH NEGOTIATION AS SET FORTH IN THIS SECTION 12.10. ARBITRATION MEANS THAT THE DISPUTE WILL BE RESOLVED BY A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. THE ARBITRATOR WILL DECIDE ALL THRESHOLD QUESTIONS, INCLUDING BUT NOT LIMITED TO, ISSUES RELATING TO THE ENFORCEABILITY, REVOCABILITY, OR VALIDITY OF THIS SECTION 12.10 AND WHETHER EITHER PARTY LACKS STANDING TO ASSERT THEIR CLAIM(S).

NOTWITHSTANDING THE FOREGOING, YOU AND Report A Client™ AGREE THAT (A) ANY DISPUTE THAT MAY BE BROUGHT IN SMALL CLAIMS COURT MAY BE INSTITUTED IN SMALL CLAIMS COURT IN YOUR COUNTY OF RESIDENCE OR WASHINGTON COUNTY, TENNESSEE

INSTEAD OF BEING RESOLVED THROUGH ARBITRATION, AND (B) EITHER PARTY MAY SEEK INJUNCTIVE RELIEF IN ANY COURT OF COMPETENT JURISDICTION TO (I) ENJOIN INFRINGEMENT OR OTHER MISUSE OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING, WITHOUT LIMITATION, VIOLATION OF ANY DATA USE RESTRICTIONS CONTAINED IN THIS AGREEMENT OR OTHER MISUSE OF THE CONTENT), OR (II) ENJOIN SCRAPING, WEB CRAWLING OR UNAUTHORIZED ACCESS TO EITHER PARTY'S WEB SITES OR SERVICES.

If you have a Dispute with Report A Client™, you must send written notice describing the Dispute to Report A Client™ to allow Report A Client™ an opportunity to resolve the Dispute informally through negotiation. You must send your notice to the following address: Report A Client™, Inc., Attn: Legal Department, P.O. Box 5921, Johnson City, TN 37602. If we have a Dispute with you, we will send written notice (e-mail or letter) describing the Dispute to you. The parties agree to negotiate resolution of a Dispute in good faith for no fewer than 45 days after notice of a Dispute has been provided. If the Dispute is not resolved within 45 days from receipt of notice of the Dispute, you or Report A Client™ may proceed to have the Dispute resolved through arbitration as each party's exclusive Dispute resolution process (except for the limited exceptions set forth above).

Any arbitration, if required, will be conducted by AAA under its then current and applicable rules and procedures, which are located at <http://www.adr.org>, and these rules will govern the payment of all filing, administration, and arbitrator fees, unless this Section 12.10 expressly provides otherwise. The party submitting a dispute for resolution through arbitration will pay AAA's filing fee. Each party will pay their pro rata share of administration and arbitrator fees under AAA's rules; provided however, if AAA's Consumer Arbitration Rules are applicable, Report A Client™ will make arrangements to pay all necessary administration and arbitrator fees directly to AAA. If AAA's Consumer Arbitration Rules are applicable and you lose the claim(s) you assert against Report A Client™, you agree to reimburse Report A Client™ for your pro rata share of administration and arbitrator fees; provided however, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Report A Client™ will pay as much of the administration and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to litigation. If the arbitrator determines the claim(s) you assert in the arbitration are frivolous or that you asserted the claim(s) for harassment or any other improper purpose, you agree to reimburse Report A Client™ for all administration and arbitrator fees paid by Report A Client™. The party that ultimately loses will pay the reasonable documented attorneys' fees and costs of both parties.

The arbitration shall be held in Knoxville, Tennessee, in English. If the value of the relief sought is US\$25,000 or less, the arbitration will be conducted based solely on written submissions; provided, however, either of us may request to have the arbitration conducted by telephone or in-person hearing, which request shall be subject to the arbitrator's discretion. Attendance at any in-person hearing may be made by telephone by you and/or us, unless the arbitrator requires otherwise. Keeping in mind that arbitration must remain a fast and economical process, no discovery or exchange of information between us is contemplated. Upon request by either of us, the arbitrator may direct specific information be exchanged and may issue a protective order limiting the use and disclosure of exchanged information; provided however, the scope of information the arbitrator may direct to be exchanged shall be limited to what the arbitrator determines is needed to provide for a fundamentally fair process. Either party may file a dispositive motion to narrow the issues.

YOU AND REPORT A CLIENT™ EACH WAIVE ALL RIGHTS TO CONDUCT DISPUTE RESOLUTION PROCEEDINGS IN A CLASS ACTION OR CONSOLIDATED ACTION. YOU AND REPORT A CLINET™ EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS, WITH THE SOLE EXCEPTION OF REPRESENTATIVE SUITS THAT ARE PERMITTED BY, AND DEEMED UNWAIVABLE UNDER, STATE LAW. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.

If any clause within this Section 12.10 (other than the class action waiver clause above) is determined to be illegal or unenforceable, that clause will be severed from this Section 12.10, and the remainder of this Section will be given full effect. If the arbitrator determines this Section 12.10 is unenforceable, invalid, or has been revoked as to any claim(s), then the Dispute as to such claim(s) will be decided by the courts in the state of Tennessee, Washington County, or the United States District Court for the Eastern District of Tennessee, and the parties irrevocably submit to the exclusive jurisdiction of such courts. If the class action waiver clause is determined to be illegal or unenforceable, this entire Section 12.10 will be unenforceable, and the Dispute will be decided by the courts of the state of Tennessee, Washington County, or the United States District Court for the Eastern District of Tennessee, and the parties irrevocably submit to the exclusive jurisdiction of such courts.

The Federal Arbitration Act, applicable federal law, and the laws of the state of Tennessee, without regard to principles of conflict of laws, will govern this Agreement and any Dispute that might arise between Report A Client TM and you.

12.11 Entire Agreement

These Terms, Payment Policy, and Privacy Policy are the entire and exclusive agreement between you and Report A Client TM (excluding any services for which you have a separate agreement with Report A Client TM that is explicitly in addition to or in place of these Terms), and these Terms supersede and replace any prior agreements between Report A Client TM and you regarding the Services.

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