

DATA TERMS OF USE AGREEMENT

Datamasters and Rickenbacher Data L.P. agrees to provide

_____, hereafter referred to as the "Customer", with Consumer and/or B2B data files containing contact information, and other data attributes, which may include postal addresses, phone numbers and/or e-mail addresses of parties contained within Datamasters and Rickenbacher Data L.P. Databases hereafter referred to as "data".

The Customer agrees to the following:

Section 1 Limitations on Use

Any data being provided to the Customer by Datamasters and Rickenbacher Data L.P., including all postal addresses, phone numbers, e-mail addresses, or other data of any kind, shall be used by the Customer strictly in accordance with all relevant laws, statutory or common, whether federal, state or local.

By accepting any Data from **Datamasters and Rickenbacher Data L.P.** under the terms of this Agreement, the Customer also agrees to and warrants that they will abide by all laws regulations and requirements under the CAN-SPAM Act, the Gramm-Leach-Bliley Act (GLB), the Fair Credit Reporting Act (FCRA) & the Telecommunications Consumer Protection Act (TCPA).

The Customer agrees to strictly adhere to all provisions as stated in the Telecommunications Consumer Protection Act of 1991 (TCPA). The Customer agrees to comply with any and all applicable State, Federal and/or Local Do Not Call (DNC) regulations prior to the use of any telephone numbers provided to the Customer by Datamasters and Rickenbacher Data L.P.

The Customer agrees not to make any illegal or improper telephone calls in association with outbound telemarketing, automated dialing systems, voice broadcasting, e-mailing or SMS text messaging in association with the use of any telephone numbers, or other data, provided to the Customer by Datamasters and Rickenbacher Data L.P. Non Public Personal Information (NPPI) must always be handled in the manner as prescribed by law. The Customer herein acknowledges and understands that it is their responsibility to inform parties to whom they sell, lease, rent, or otherwise convey data to, of herein referred to responsibilities and obligations under applicable law.

The Customer herein agrees and indicates that they will not knowingly convey data provided to the Customer by Datamasters and Rickenbacher Data L.P. to any other party who they suspect would use the data in an illegal or improper manner. Furthermore, the Customer agrees to conduct all necessary due diligence to avoid the conveyance of data being provided to the Customer, to any 3rd party who would employ the data in a wrongful, Illegal or improper way.

The Customer takes full and sole responsibility for abiding by all laws and specifically acknowledges that its receipt of data from Datamasters and Rickenbacher Data L.P. binds the Customer to all restrictions stated herein.

These are important obligations and legal requirements. Failure to adhere to obligations required by law can result in fines or other penalties.

Section 2. Security

The Customer agrees to take whatever security precautions are necessary to ensure that these Terms of Use are not violated. Such precautions include, but are not limited to, the supervision of all persons within the Customer's organization involved in using the data and supervision of all contractors or entities outside the Customer's organization, which come into contact with the data while performing work on behalf of the Customer.

Section 3. Hold Harmless

The Customer agrees to hold Datamasters and Rickenbacher Data L.P. harmless against any legal claims against Datamasters and Rickenbacher Data L.P. Arising from the use of any data transferred to the Customer by Datamasters and Rickenbacher Data L.P. And further agrees to pay all reasonable attorneys fees incurred by Datamasters and Rickenbacher Data L.P. in defending itself against such claims.

A facsimile copy of this Agreement shall constitute a legal and binding instrument.

The above Terms of Use are accepted in their entirety by the Customer signing below, both in the Customer's individual and agency status, on behalf of any organization represented by the Customer.

Company Name

Print Name of Authorized Representative

Signature of Authorized Representative

Customer Address City State Zip

Dated