



# **PublicData.com Access Agreement Terms and Conditions**

## **PublicData.com Agreement**

PublicData.com is committed to excellence and providing all of its customers the best service possible. However, service and materials are provided by PublicData.com on an "as is" basis and PublicData.com expressly disclaims any and all warranties, express or implied, including without limitation warranties of merchantability and fitness for a particular purpose, with respect to the service or any materials and products. In no event shall PublicData.com be liable for any direct, indirect, incidental, punitive, or consequential damages of any kind whatsoever with respect to the service, the materials and the products.

## **Customer Agreement**

Anyone who sign's up ("Customer") for the PublicData.com ("PD") service agrees to abide by all terms and conditions set forth by PD. Customer agrees to keep private their PD password. Signing up for PD service constitutes a contractual agreement and a request for financial credit by the Customer from PD. The Customer is responsible for satisfying all charges incurred on the Customer's PD account. Customer failure to pay for their PD usage may result in Civil or Felony, Fraudulent Application for Credit charges. The Customer is responsible for canceling their PD account (this may be done at the PD Internet home page). Non-use of PD does not constitute an implied cancellation. Non-use of the Internet does not constitute an implied cancellation of your PD account. Cancellation or termination of your Internet Service Provider (ISP), absence of an Internet connection, or a broken or otherwise non-working computer does not constitute an implied cancellation of your PD account. In the event that a Customer supplied credit card does not satisfy a debt due to PD, the Customer remains responsible for the amount due. PD reserves the privilege to discontinue a Customer's service for non-payment. PD reserves the privilege to assess a fee of up to \$35 USD to the Customer's PD account where Customer's payment obligation is not met; bank draft returned to PD as non-payable for any reason or credit card transaction is challenged (a charge back). PD reserves the privilege to send a paper copy of a billing statement and charge our

normal postal billing fee to any customer whose Credit Card fails to charge properly. PD reserves the privilege to transfer any uncollected debts to a Collection Agency. PD reserves the privilege to cancel any account engaged in data mining, extraction of PD information with any automated device/software, unauthorized access of PD data, or illegal activity. PD reserves the privilege to cancel this agreement at any time.

## **Recurring Invoice and Billing**

All PublicData.com accounts are automatically, or recurrently, invoiced and billed either monthly or annually -- depending on the usage plan. Some accounts that have made prior arrangements with PublicData.com will be automatically invoiced when the search limits for their usage plan is reached. To terminate the automatic recurring billing process, simply click the 'Cancel Your Account' link located in the Account Services tab and follow the instructions. Canceling the PublicData.com account online provides immediate peace of mind and indisputable proof of the cancellation; alternately, you may call Customer Service or eMail your cancellation request. Please note that PublicData.com will always acknowledge your cancellation request with an eMail confirmation back to you.

## **General Restrictions and Notifications**

All databases available at PD are acquired directly or indirectly from government agencies or other such subdivisions under various provisions of Freedom of Information and Public Access Laws. Some information has restrictions on its use and it is your responsibility to be informed about such restrictions. Usually, conducting research for your own or your business' use is regarded as acceptable but you should always check laws to verify for yourself. Most States in the United States require that you or your company be a licensed Investigator in order to collect or search for information on behalf of a client or anyone paying for such services. Utilizing PublicData.com constitutes an agreement to mediate any disputes with PublicData.com in Dallas County Texas USA.

PublicData.com is not a consumer reporting agency and data provided by PublicData.com does not constitute a consumer report as that term is defined in the Fair Credit Reporting Act (FCRA), 15 U.S.C.A. sec 1681 et seq. Before using any data obtained from any source as a factor in establishing a consumer's eligibility for credit, insurance or employment you should consult with your attorney for uses that might be covered by FCRA.

PublicData.com is merely a conduit for public records and is NOT the ultimate custodian of any

public records. All errors or complaints should be addressed to the governmental custodian. PublicData.com will provide custodian contact information, if requested.

PublicData.com will at times communicate to its customers via mail, email, and/or telephone. PublicData.com does not share, disclose, sell, or in any way provide any customer data to anyone. All customer data provided to PublicData.com is considered private and confidential. In order for PublicData.com to serve you, it is necessary that you keep your contact information as accurate as possible.

## **Specific Database Usage Restrictions**

In addition to the aforementioned, some database providers require additional agreements to be entered into to gain access to certain specific databases. PD provides a facility whereby the Customer may optionally Deny or Accept the additional specific Terms and Conditions as set forth by the controlling public record custodian and/or database provider. Acceptance of these specific agreements may, in some cases, place you into a contract with the specific public records custodian and/or database provider. PD reserves the privilege to determine which specific database access may be properly available to a PD account based on Customer supplied credentials and/or account profile information.

By signing my name below, I certify that I have read, understand and agree to the above conditions. I also certify that I am authorized to commit to these terms on behalf of all users of this account. I understand that by typing my name, I am electronically signing this document.

Customer Name

Date

Customer Signature