

DATA PROVIDER LICENSE

USA Names Data

This Data Provider License for USA Names Data ("License") contains the terms and conditions specified by Experian Marketing Solutions Inc in connection with Customer's use of the USA Names Data (as defined below), and is incorporated into the QAS Standard Terms and Conditions (the "Agreement") by reference.

Definitions

"USA Names Data" means the data containing names and addresses of consumers in the United States of America as provided by Experian Marketing Solutions Inc. which is used in connection with the Licensed Materials.

Any term not otherwise defined herein, shall have the meaning specified in the Agreement.

1. Licence Grant

Customer is granted a personal non-exclusive licence to use the USA Names Data only for Customer's own internal business use in conjunction with the Licensed Materials in accordance with the terms of the Agreement and this Licence.

2. Term

This License commences on the Effective Date specified on the Quotation and continues until the Agreement is terminated.

3. Restrictions on Use

- 3.1 Customer is prohibited from making any form of extraction (which term, for the avoidance of doubt, shall not be deemed to include the extraction of individual names or addresses in the normal course of operation of the Licensed Programs) from the USA Names Data for any purposes whatsoever.
- 3.2 Customer is prohibited from using the USA Names Data on any website, on the Internet or any other similar form of public electronic network that can be accessed without Experian QAS's prior authorization.
- 3.3 Customer must use the USA Names Data in accordance with:
 - a) all applicable laws, regulations and ordinances, whether federal or state; and
 - b) the relevant Direct Marketing Association Guidelines (<http://www.the-dma.org/guidelines/index.shtml>) and in a manner which gives consideration to matters concerning privacy and confidentiality
- 3.4 Customer will not make in any direct marketing solicitation, telephone solicitation or survey any reference to:
 - a) any selection criteria or any presumed knowledge about the recipient derived from the USA Names Data; and
 - b) the source of the recipients name and address from which the USA Names Data is compiled.
- 3.5 Customer is prohibited from using the USA Names Data for credit granting, credit monitoring, account review, collection, insurance underwriting, employment or any other purpose that would cause the USA Names Data to become a "consumer report" under the Fair Credit Reporting Act ("FCRA"), Federal Trade Commission interpretations of the FCRA and similar statutes. For the avoidance of doubt, the foregoing shall not prohibit Customer from using the Licensed Materials and USA Names Data for the purposes of requesting additional information from a consumer to facilitate verification of an individual's identity within credit application processing, provided always that any information generated from the Licensed Materials concerning the identity of the applicant will not form the basis of any decision as to whether to grant credit or any other FCRA permissible purpose.
- 3.6 Customer is prohibited from using the USA Names Data for performing searches on individuals save where the individual is either a current customer or prospective customer who has initiated contact with Customer.
- 3.7 Customer using the Telephone DataPlus set must use any telephone data provided by Experian QAS in accordance with the National Do Not Call Registry.

4. Termination

This Licence may be terminated if a court or regulatory agency of competent jurisdiction determines that the USA Names Data is a "consumer report" for the purpose of the FCRA.