

Privacy Policy

This privacy statement discloses the privacy practices for this website and all websites hosted or maintained by **National Investigators**. If you have questions or concerns regarding this statement, you should contact our customer service department using either the contact information available on the website or at the end of this privacy statement.

National Investigators is strongly committed to protecting the privacy of individuals who use our website and the websites we maintain. In order to provide our services securely, accurately, and efficiently, we must obtain certain personal information. This information typically includes some or all of the following: name, address, Social Security Number or other identification number, account name, telephone and facsimile number, email address, credit or debit card number including expiration date and cardholder name, bank account information, and other customer identifiable information. In addition, we may request certain optional information about you, such as your email address or preferences, in order to enhance our services further, to help you use our services more effectively, and/or to inform you about additional services.

Disclosure of Information

National Investigators will not willfully sell or disclose your customer-identifiable information to third parties, except (1) as required by law; (2) in response to a subpoena or other valid governmental order; (3) in response to your request to do so, or (4) in order to complete a payment transaction with certain third party organizations. By the very nature of our service, we share selected customer identifiable information about you with the entity or entities whose obligations you are using our service to pay and with the relevant card companies, payment processors, and banking institutions for payment authorization and processing purposes. Further, **National Investigators** reserves the right to share customer identifiable information with third parties for collection purposes in the event that your payment is canceled, disputed, or otherwise cannot be fulfilled in accordance with our Terms of Use Policy.

We may share aggregated demographic information with our clients and others for marketing purposes, but this information is not linked to any personal information that can identify you. **National Investigators** may use customer identifiable information to investigate and help prevent and prosecute unlawful activity or activity which threatens the website(s) or our users' privacy or otherwise violates the terms and conditions for this Privacy Statement and/or our Terms of Use Policy.

Security

National Investigators is committed to ensuring the security of your customer identifiable information. We will take reasonable precautions to protect this information from loss, misuse, unauthorized disclosure or alteration, including, putting in place appropriate physical, electronic and administrative procedures to safeguard and secure such information. We use encryption when collecting or transferring sensitive data (e.g., card or bank information). Further, we have numerous procedures, policies, and systems in place to ensure the security of your information.

Use of Contact Information

In the ordinary course of our business, we will use the contact information you provide to confirm a payment transaction and/or to alert you regarding any difficulty we may experience in processing your payment. With permission, we may also contact you as a registered user to remind you of an upcoming payment obligation or to inform you of new or additional services offered by us from which you may benefit. Users must update their profile to indicate their preference to opt out of receiving notifications about new or additional services.

Terms of Agreement

This website and *National Investigators* exist for the sole purpose of communicating with and contracting with our customers. Our agreement with our customers encompasses private investigation services, and shall be in full force and effect during such periods of time as we are providing such services, and will also continue to exist while any information we provide to our customers continues to remain accurate. We do not guarantee the accuracy of the information we provide. The information in our reports is based on information provided to us by our clients. The information in our reports is provided to our customers for their own exclusive use. No implication of fitness for any particular purpose is made, express or implied, by the provision of information hereunder. The accuracy of the data submitted by the requestor will directly determine the accuracy of the results obtained. While the information furnished is from reliable sources, its accuracy is not guaranteed. Use of available data may be affected by the Fair Credit Reporting Act ("FCRA"), the Fair Debt Collection Practices Act, the Graham-Leach-Bliley Act, or federal and state privacy laws. This report was prepared by *National Investigators* at the request of the client to whom it is addressed. The client agrees by accepting this report that reports and information received from *National Investigators* are strictly confidential, and are intended solely for the client's sole private, exclusive use. Any other use, communication, publication or reproduction of this report, or any portion of its contents, without the written consent of *National Investigators* is strictly forbidden. By ordering and accepting delivery of this report, the client agrees to indemnify *National Investigators* against any damages or claims resulting from any such unauthorized use. This report is not a recommendation, endorsement or approval of any kind, with respect to any specific transaction, decision or evaluation, and should not be relied on as such under any circumstances. All information contained herein is confidential and proprietary, the property of the investigation company providing this report.

Cookies

A cookie is a piece of data stored on a user's hard drive and contains information about that user. Websites often use cookies to help them analyze web traffic, to let them know when a user visits a particular site or to respond to you as an individual when you use a particular web application. Our website does not utilize cookies to store customer identifiable information.

Log Files

We use IP addresses to analyze trends, administer our websites, track our users' movements and gather broad demographic information for aggregate use. In addition, we may collect the IP

address of your computer with each payment, and we may store that address along with your payment record in our database.

Warranties/Limitation of Liability

Neither **National Investigators** nor any third-party data provider (for purposes of indemnification, warranties, and limitations of liability, **National Investigators** and its data providers are hereby collectively referred to as **National Investigators**, shall be liable to a customer or to any person claiming the rights of a customer, to whom a customer may have provided **National Investigators** service-related data, for any loss or injury arising out of or caused in whole or in part by **National Investigators**' acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering private investigation services. If notwithstanding the foregoing liability can be imposed on **National Investigators**, then the customer agrees that **National Investigators**' aggregate liability for any and all losses or injuries arising out of any act or omission in connection with anything to be done or furnished under this agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable rights claimed to have been violated, shall never exceed \$100.00 as liquidated damages; provided, however, that such limitation of liability shall not apply to **National Investigators**' indemnification obligations detailed elsewhere in this agreement. The customer covenants and agrees that he/she/they/it will not sue **National Investigators** for any amount greater than said liquidated damages as agreed herein. Customer further acknowledges, covenants and agrees that he/she/they/it are limited to said liquidated damages under a legal theory of breach of contract, and that no relief shall exist as between the customer and **National Investigators** on any other theory, legal, equitable or statutory. **National Investigators** does hereby warranty that **National Investigators** has complied with all California and federal laws applicable to private investigators, and with applicable third-party data provider contracts, in providing services hereunder.

Indemnification

The customer, by ordering services hereunder and receiving the information provided by **National Investigators**, hereby agrees to protect, indemnify, defend, and hold harmless **National Investigators**, its principals, agents, employees, and attorneys, from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorney fees and costs) arising from or in any way related to use of the information received by the customer from **National Investigators**, or from the disclosure of any such information to any third party. As consideration for this specific indemnity provision, **National Investigators** agrees to indemnify the customer from and against any and all costs, claims, demands, damages, losses and liabilities arising from or in any way related to a breach by **National Investigators** of the warranty made by **National Investigators** in the previous section, regarding authorized provision of the data transferred to the customer.

Limitations on Use of Information

Customer acknowledges that the data and information provided to the customer by **National Investigators** may contain consumer identification information governed by the Gramm-Leach-

Bliley Act (“GLB”). In accordance with that federal statute, such information may only be used for the following purposes:

- Completion of a transaction authorized by the consumer, including but not limited to the collection of delinquent accounts.
- Application verification, including but not limited to (a) employment application information verification (however, AsssetSearchesNow.com data cannot be used to make an employment decision as outlined in the Fair Credit Reporting Act (15 U.S.C. §§ 1681-et seq.); (b) property leasing application information verification (however, ***National Investigators*** data cannot be used for making a leading decision, as provided in said Fair Credit Reporting Act; and (c) insurance application information verification (however, ***National Investigators*** data cannot be used for making a decision to insure an individual or business as outlined in said Fair Credit Reporting Act. Customer represents and warrants that any and all information or data provided to customer by ***National Investigators*** will not be used for purposes governed, limited or prohibited by said Fair Credit Reporting Act.
- Law firm and attorney functions.
- Insurance purposes, including (a) account administration; (b) reporting; (c) fraud prevention; (d) premium payment processing; (e) claim processing and investigation; (f) benefit administration; or (g) research projects.
- Government or law enforcement.
- Fraud detection or prevention.
- Required institutional risk control/dispute resolution for resolving customer disputes or inquiries.

Survival of Terms of This Privacy Policy and Terms of Agreement

Provisions in this Privacy Policy and Terms of Agreement related to release of claims, indemnification, use of information and data, payment for ***National Investigators***’ services, and disclaimer of warranties shall survive any termination of license, rights or use of the information provided hereunder by ***National Investigators***.

User Acceptance of Privacy Policy and Changes to Privacy Policy

By using this site, you signify your acceptance of this Privacy Policy. If you do not agree to this policy, please do not use our site. ***National Investigators*** reserves the right to make changes to our Privacy Policy from time to time in our sole discretion. Any changes will appear in the Privacy Policy posted on the website with the appropriate revised date and/or effective date. ***National Investigators*** encourages you to periodically review the Privacy Policy. Your continued use of ***National Investigators*** websites following the posting of changes to these terms indicates your acceptance of those changes and the new Privacy Policy in its entirety.