

VENASSURE END USER LICENSE ("License") BY Vendor Assurance Technologies, LLC.  
IMPORTANT NOTICE TO USER - PLEASE READ CAREFULLY

YOU MAY NOT ACCESS VENASSURE (THE "NETWORK") OR USE ANY OF THE INFORMATION INCLUDED THEREON UNLESS YOU FIRST REVIEW AND ACCEPT THE TERMS AND CONDITIONS OF THIS USER AGREEMENT (The "AGREEMENT") BY CLICKING ON "I AGREE," YOU REPRESENT AND WARRANT TO VENDOR ASSURANCE TECHNOLOGIES, LLC. (REFERRED TO HEREIN AS "VAT" or "WE") THAT YOU ARE AN AUTHORIZED EMPLOYEE OF AN INSURANCE COMPANY, THIRD-PART ADMINISTRATOR OR OTHER PARTICIPANT IN THE RISK MANAGEMENT INDUSTRY. THIS AGREEMENT CONSTITUTES A BINDING AGREEMENT BETWEEN VAT AND THE VENASSURE USER ("USER" OR "YOU"). AFTER REVIEWING THE TERMS AND CONDITIONS BELOW, PLEASE ACKNOWLEDGE YOUR AGREEMENT BY CONTINUING WITH YOUR USER REGISTRATION. YOU CANNOT OBTAIN ACCESS TO THE NETWORK UNLESS YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. Access to Network. VAT hereby grants to you, and you hereby accept, a limited, revocable, non-exclusive right to access the Network solely for purposes directly related to your professional activities arising in the ordinary course of business, subject to and in accordance with the terms and conditions hereof. Any other use of the Network is strictly prohibited.

2. Transaction Fees. You shall pay the fees and other charges for the Services as stated on the [VenAssure Transaction Fees](#) page or in this Agreement. VAT reserves the right to change its fees at any time. You shall make all payments in U.S. currency. You will be invoiced in arrears for any and all fees. VAT reserves the right to suspend or terminate your account if your payment is denied. Such suspension or termination shall not relieve you of the obligation to pay the transaction fees due. You agree to pay VAT its reasonable expenses, including attorneys' and collection agency fees, incurred in enforcing its rights under this Agreement.

2.2 Credit Card Processing. By entering credit card information, User is authorizing VAT to charge the supplied credit card for each transaction made by User.

2.3 Refunds. VAT will refund transaction fees if an order is cancelled. Refunds can take up to three (3) business days to process after the cancellation.

3. Solicitation. Soliciting any of the individuals or companies listed on this web site for purposes of selling products or services other than the investigations related products and services for which this web site was specifically designed is prohibited.

4. Use of Network. In connection with your activities on the Network, you shall (i) operate your business in accordance with all applicable laws and regulations, (ii) to the extent reasonably practical, use the Network to obtain products and services of the type offered by members thereof, (iii) consistently encourage the use of the Network by private investigators and other participants in the risk management industry, (iv) promptly respond to all requests for services or products received from, and promptly pay for all services or products ordered from, other members of the Network, (v) make no false or misleading representations to any party with regard to the Network or any product or service offered by you, and (vi) not participate or engage in any illegal, deceptive, misleading, unethical or improper practice or infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy. You further agree not to (vii) disseminate any information about another member of the Network without the prior consent of such member, or (viii) send unsolicited e-mails or other types of communications to any member of the Network for any purpose other than requesting the delivery of products or services provided by such member or a proposal to provide any such product or service.

Your use of the VenAssure acknowledges that VenAssure does NOT perform nor attempt to perform any one or more of the following function(s) on behalf of an insurance company, third-party administrator for self-insured companies, client, or any other person, such as:

- (1) Administering an investigator panel;
- (2) Recruiting, qualifying, sponsoring licensure or certification, and negotiating fees and service level expectations with persons who are part of an investigator panel;
- (3) Receiving an order for an investigation agency from one person and delivering that order to an investigator who is part of a different investigation agency for completion;
- (4) Manually tracking and determining the status of orders beyond the business rules set in the Network by the Client for investigations;
- (5) Conducting quality control of a completed investigation prior to the delivery of the investigation to the person that ordered the investigation;
- (6) Providing a completed investigation performed by an investigator to one or more persons that have ordered an investigation report.

Additionally, Your use acknowledges that you are making all decisions, responsible for all actions, that you are contracting directly with the investigator, etc. with no management oversight from Vendor Assurance Technologies, nor from VenAssure.

## 5. Privacy.

5.1 Information Rights. VAT may retain and use information collected in Member's use of the VenAssure. VAT will use this information to operate the Network and to provide service(s) or carry out transaction(s) you have requested or authorized. VAT will not share personally-identifiable information with any third parties unless we (i) have Your consent; (ii) conclude that it is required by law or a good faith belief that access, preservation or disclosure of such information is reasonably necessary to protect the rights, property or safety of VAT, its users or the public; or (iii) provide such information in certain limited circumstances to third parties to carry out tasks on VAT's behalf (e.g., billing or data storage) with strict restrictions that prevent the data from being used or shared except as directed by VAT. When this is done, it is subject to agreements that oblige those parties to process such information only on VAT's instructions and in compliance with this Agreement and appropriate confidentiality and security measures.

5.2 Confidentiality. The term "nonpublic personal information" means the same under this Agreement as it does under §509 of the Gramm-Leach-Bliley Act (15 U.S.C. §6809). In the course of providing the services, VAT may receive nonpublic personal information ("NPI") about the User's insureds. VAT shall maintain the confidentiality of the NPI and shall not, without the prior written consent of the User, disclose, copy or use any NPI other than to carry out the services provided hereunder.

5.3 Safeguarding Customer Information. VAT shall implement appropriate measures designed to: (a) ensure the security and confidentiality of NPI; (b) protect against any anticipated threats or hazards to the security or integrity of NPI; and (c) protect against unauthorized access to or use of NPI that could result in substantial harm or inconvenience to any customer.

5.5. Incident Response. In the event VAT becomes aware of any unauthorized access to or use of NPI (an "Incident"), VAT may, at its sole discretion, undertake appropriate actions to address the Incident

including, without limitation, assessing the nature and scope of the Incident, identifying what NPI may have been compromised, notifying appropriate law enforcement authorities where applicable, notifying the Member, and taking appropriate steps to contain and control the Incident.

5.6 Indemnification. VAT agrees to indemnify and hold the User harmless from and against any and all claims, demands, liability, damages, loss, cost and expenses, including reasonable attorney's fees arising out of or in any way related to VAT's failure to maintain the confidentiality of any NPI.

6. Use of Name. VAT will not include your name and/or company logo in the Network membership directory and in advertisements and releases promoting the Network without your consent.

7. User Communication. VAT reserves the right to send service e-mails notifying User of operational or other changes that may affect or change the Services offered by VAT. Please note that you cannot opt out of such service e-mails because these service e-mails provide information critical for the operation of the Network.

USER HEREBY GRANTS VAT EXPRESS WRITTEN PERMISSION TO SEND FAX AND OR EMAIL SOLICITATIONS OR ADVERTISEMENTS, THUS SATISFYING ANY EXPRESS WRITTEN PERMISSION REQUIREMENT.

8. Restrictions. You may not publish, display, disclose, rent, lease, sublease, modify, loan, distribute, or create derivative works based on the Software, Network or any part thereof. You may not reverse engineer, decompile, translate, adapt, or disassemble the Software, nor shall you attempt to create the source code from the object code for the Software. You shall not transmit the Software over any network or between any devices, although you may use the Software to make such transmissions of other materials.

9. Ownership. You have no ownership rights in the Network. Rather, you have a license to use the Network as long as this Agreement remains in full force and effect. Ownership of the Network, Documentation and all intellectual property rights therein shall remain at all times with VAT. Any other use of the Network by any person, business, corporation, government organization or any other entity is strictly forbidden and is a violation of this Agreement.

10. Copyright. The Network, Software, and Documentation contain material that is protected by United States Copyright Law and trade secret law, and by international treaty provisions. All rights not granted to you herein are expressly reserved by VAT. You shall not remove any proprietary notice of VAT from any copy of the Software or Documentation.

11. Termination. This Agreement shall become effective upon your acceptance of the terms and conditions contained herein and shall continue until terminated.

11.2 VAT reserves the right to terminate this Agreement for any breach of the provisions hereof or the provisions of the Agreement, as determined by VAT in its sole discretion. VAT shall have no obligation to refund any of Member's fees due to VAT's early termination of this Agreement.

12. Amendments/Modifications. VAT reserves the right to amend the Service offerings and add, delete, suspend or modify the terms and conditions of the Services at any time, and to determine whether and when, at its sole discretion, any such changes apply to existing or future Members.

13. VAT's Rights. You hereby acknowledge that the Network is the proprietary property of VAT, the names and marks "Vendor Assurance Technology" and "VenAssure," and all associated names, marks and logos (collectively, the "Marks") are the trademarks and/or service marks of VAT or its affiliates, and that any trade dress, trademarks, service marks or designs related to VenAssure, and/or the Marks are the intellectual property of VAT and are protected by United States copyright laws, trademark laws, trade secret laws, international treaties and applicable laws of the states and jurisdictions where they are used. This Agreement does not grant to you any ownership rights in the Marks or in any other intellectual property of VAT. All right, title and interest in and to the Marks, and any other intellectual property of the VAT shall remain with VAT. You further acknowledge that the Network and its functionality, structure and organization, and the code format of the Network are valuable confidential trade secrets of VAT.

14. Disclaimer of Warranties. Member understands that the Internet and other various networking communication mediums are not secure, unless explicitly specified as such, and may be subject to interception or loss. VAT makes no representations or warranties of any kind, either express, implied or statutory, concerning the data or information available through VenAssure or the Internet. VAT'S SERVICES ARE PROVIDED ON AN "AS IS" BASIS. VAT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; THAT THE SERVICES WILL MEET MEMBER'S REQUIREMENTS OR WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR; ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE; REGARDING ANY THIRD PARTY SOFTWARE OR SERVICES; AND/OR ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF VAT. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, VAT DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.

15. Limitation of Liability. IN NO EVENT WILL VAT BE LIABLE TO MEMBER FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, INDIRECT, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS) ARISING OUT OF OR RELATED TO (I) THE SERVICES, (II) YOUR USE OF ANY DATA, INFORMATION OR THIRD PARTY SOFTWARE AVAILABLE THROUGH VENASSURE, (III) THIS AGREEMENT OR (IV) MEMBER'S WEBSITE REGARDLESS OF THE NATURE OR BASIS OF THE CLAIM INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT OR STRICT LIABILITY CLAIMS. IN ADDITION, VAT SHALL HAVE NO LIABILITY OF ANY KIND OR NATURE TO MEMBER ARISING OUT OF OR RELATED TO MEMBER'S USE OF OR INABILITY TO USE MEMBER'S WEBSITE OR ACCOUNT. IN THE EVENT THAT VAT IS LIABLE TO MEMBER FOR ANY LOSS ARISING OUT OF OR RELATED TO THE SERVICES, THIS AGREEMENT OR MEMBER'S WEBSITE, VAT'S AGGREGATE LIABILITY TO MEMBER WILL IN NO EVENT EXCEED \$100.00.

15.2 No Liability for Unauthorized Use or Access. Member is solely responsible for ensuring that each password for Member's account is utilized only by Member or, if applicable, by Member's authorized employees and agents. VAT shall have no liability for any loss, claim, damage or other liability that may arise from the unauthorized use of a password. If a password is lost or stolen or if you have reason to believe that your account is no longer secure for any reason, it is your responsibility to notify VAT of such loss or theft so that the password can be deactivated and a new password assigned. VAT will use commercially reasonable efforts to effect password deactivation requests promptly.

16. Indemnity. Indemnification; you agree to indemnify and hold VAT harmless from any and all claims and demands, including, but not limited to reasonable attorneys' fees, made by any third party due to or arising out of or in connection with or resulting from your participation in the Network and or any information, including, but not limited to, information provided by VAT. The information, software, products, and services may include inaccuracies or typographical errors. Changes are periodically added

to the information herein. VAT, its affiliates and/or its respective suppliers may make improvements and/or changes in this site at any time. In no event shall VAT be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of VAT services and software.

17. Release. In the event a dispute arises between you and any other member of the Network, you shall and do hereby release VAT and its officers, directors, employees and agents from any and all claims, demands, losses, costs, expenses, liabilities and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute. If you are a California resident, you waive California Civil Code 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

18. Information Control. VAT does not control the information provided by other members that is made available through the Network. You may find other member's information to be inaccurate or deceptive. Please use common sense when transacting business over the Network.

19. Force Majeure. VAT shall not be liable for nonperformance, delay, errors, data loss or other loss caused by any event reasonably beyond VAT's control including, but not limited to, acts of God, war, terrorism, hostilities, revolution, civil disorder, national emergency, strikes, lockouts, unavailability of supplies, epidemics, fire, flood, earthquake, force of nature, explosion, embargo or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency.

20. Governing Law. This Agreement shall be construed and governed by the internal laws of the State of Florida, U.S.A., excluding the application of its choice-of-law principles. VAT may seek any interim or preliminary relief from a court of competent jurisdiction in Naples, Florida necessary to protect the rights or property of VAT pending the completion of litigation or settlement.

21. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that this Agreement may be assigned by VAT, in its sole discretion, to a third party in the event of a merger or acquisition. This Agreement sets forth the entire understanding and agreement between you and VAT with respect to the subject matter hereof.

22. Modifications to Terms of Service and Other Policies. VAT reserves the right to change or modify any of the terms and conditions contained in this Agreement or any policy governing the VenAssure, at any time, by posting the new agreement to the site located at [www.venassurevms.com](http://www.venassurevms.com) (or such other URL as VAT may provide). You are responsible for regularly reviewing the policy. No amendment to or modification of this Agreement will be binding unless (i) You accept updated terms online, or (ii) You continue to use the Service after VAT has posted updates to the Agreement or to any policy governing the VenAssure.

23. Assignment. Member may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of VAT. VAT's rights and obligations hereunder will bind and inure to the benefit of its successors and assigns.

24. No Waiver. Neither the failure nor the delay of VAT in exercising, enforcing or taking action against you with respect to any of the VAT's powers or rights shall operate as a waiver of such powers or rights. No single or partial exercise by VAT of any of its powers or rights will preclude VAT from exercising such powers and rights in the future or from exercising other powers and rights.

25. Section Headings. The headings of sections in this Agreement are provided for convenience only and will not affect the construction of the sections.

**YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THIS LICENSE CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND VAT AND SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL, OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS LICENSE. YOU ALSO AGREE THAT ALL OF THE TERMS AND CONDITIONS OF THIS LICENSE APPLY TO YOUR USE OF THE NETWORK, SHOULD YOU CHOOSE TO PROCEED WITH THE USE AND IMPLEMENTATION OF THE NETWORK.**