

HelloPrivacy Addendum to MSA

Company, through its HelloPrivacy division (hereinafter referred to as "HelloPrivacy"), and Client hereby agree to incorporate this HelloPrivacy Addendum to MSA (the "Addendum") containing the following terms and conditions (the "HelloPrivacy Terms") related to HelloPrivacy products, into and supplement the Master Services Agreement ("MSA") and applicable Order. If these HelloPrivacy Terms and the terms of the MSA conflict or are inconsistent, these HelloPrivacy Terms shall govern and control strictly as it relates to HelloPrivacy products or services. Any capitalized terms used herein but not defined shall have the meanings ascribed to them in the MSA.

Terms and Conditions

1. DEFINITIONS.

- a. "HP Products," "HP Platform," and " HP Platform Services" shall mean HelloPrivacy products and/or services to let users discover and remove certain personal information that has been published by third-parties ("TP Data" as defined below), which is made available and provided through Company's application program interface, software code, and applicable documentation.
- b. "TP Data" shall mean personal information that has been published by third-parties on certain data broker sites (each a "Data Broker Site").

2. LICENSE.

- a. Subject to the terms and conditions of the MSA, Company grants Client a limited, revocable, non-exclusive, non-sublicensable, non-transferable license during the term to: (i) use the HP Platform to develop, implement, and integrate interfaces to the TP Data with the Client service; and (ii) access and use the HP Platform Services through the Client service and display TP Data on and through the Client service.
- b. Section 1.B.i. of the MSA shall remain in its entirety.

3. APPROVAL. Prior to Client's use of or incorporation of any TP Data with the Client service, Client will provide Company with examples of the proposed use of the TP Data in the Client service for the Company's prior approval, which it may give in its sole discretion.
4. CONTENT REMOVAL. Client will promptly remove and not archive or display any TP Data that has been removed by Company or for which Company has notified Client that such TP Data must be removed.
5. TECHNICAL RESTRICTIONS. Company reserves the right to limit the number and/or frequency of API calls, access and use in its sole discretion. Client shall not exceed any such limitations provided by Company. If Company believes that Client has attempted to exceed or circumvent these limitations,

Company may suspend or block Client's access to the HP Platform.

6. NO BENCHMARKING. Client will not use or access the HP Platform for purposes of monitoring the availability, performance or functionality of the HP Platform Services or for any other benchmarking or competitive purposes.
7. NO INTERFERENCE. Client may not use the HP Platform to: (i) engage in a business activity that directly conflicts with, or places Client in a conflicting position to that of Company or with the HP Platform Services, or that may reasonably be deemed to be intended to divert and/or drive audience traffic away from Company, or (ii) except as expressly authorized herein, develop (or instruct any third party to develop) a service that may reasonably be deemed to be competitive with the HP Platform Services.
8. ATTRIBUTION. In connection with the use of the HP Platform Services and display of any TP Data, Client shall include the Company logo. If Client includes the Company logo, Client agrees to include a hyperlink(s) to the Company website (or other site as Company may specify) and to not place any Company links within JavaScript or rich internet applications (e.g., flash, AJAX or images) or otherwise interfere with the operation of the Company links.
9. SUPPORT. Company shall not be required to provide any support or guarantee of uptime unless otherwise agreed in an applicable Order.
10. NO GUARANTEE.
 - a. Company does not guarantee that the Client service will find a user's online personal information within the TP Data, or that it will scan all Data Broker Sites if a user's online personal information is not present. Company does not guarantee that the Client service will be effective, that an Opt-out request will be honored or responded to, or that all Opt-out requests for a user's online personal information will be equivalent. Company does not guarantee that an Opt-out request will prevent all or any future uses or disclosures of a user's online personal information by a Data Broker Site, that Company will identify all instances of a user's online personal information that are eligible for Opt-out, or that the Data Broker Sites will not retain copies of a user's online personal information.
 - b. Some of the Data Broker Sites may have multiple databases and may acquire and aggregate personal information about individuals on an ongoing basis. The Opt-out request Company submits on a user's behalf may not be effective for all sources of online personal information maintained by the Data Broker Sites, or for online personal information acquired by the Data Broker Sites after Company submits the Opt-out request. In addition, Company may not locate all entries or the correct entries of a user's online personal information that are eligible for Opt-out. Not all of these Data Broker Sites offer the same type of Opt-out options. Further, in some instances, even if Company is able to effectively submit an Opt-out request on a user's behalf to a Data Broker Site, that Data Broker Site may still maintain users' online personal information in its records. In other instances, a Data Broker Site may fail to honor or properly respond to an Opt-out request.

- c. Client understands and agrees that Company is not responsible for the actions or inactions of any of these Data Broker Sites, and that Company makes no representations, warranties or guarantees related to such Data Broker Sites. Client expressly agrees that Company will not be liable to Client or Client's users under any circumstances for any actions or inactions of these Data Broker Sites, or for Company's failure for any reason to exercise effective Opt-outs on a user's behalf. Client understands and agrees that Company is not a credit repair organization as defined under federal or state law, including the Credit Repair Organizations Act.

11. LIMITED AUTHORITY TO ACT ON CONSUMER'S BEHALF. In order to make an Opt-out request, Company may need to interact with Data Broker Sites on users' behalf. Client agrees to include in its Terms and Conditions language that expressly authorizes Client, its agents, servicers, and its employees, to act as a user's personal representative in order to submit Opt-out requests to Data Broker Sites and:

- a. obtain information on user's behalf;
- b. submit user's personal information to the Data Broker Sites;
- c. communicate with the Data Broker Sites or other third parties on user's behalf;
- d. agree to applicable terms and conditions imposed by these Data Broker Sites;
- e. complete and sign or execute documents on user's behalf; and
- f. take other actions that Client believes is reasonably necessary to complete an Opt-out request from a Data Broker Site or to implement the Client service.