

CONSUMER DATA TERMS

Ver. June 2020

In addition to the terms of your license agreement, the following terms apply to your use of Consumer Data.

Consumer Data includes all digital persona data, psychographics and professional and educational data related to an individual, including aggregated and anonymized data related to an individual's profile.

1. You may create lists using the Consumer Data, but you are not permitted to resell the Consumer Data absent Precisely's written consent or provide Consumer Data to any third party.
2. You will not use Consumer Data: (i) for cookie tracking, ad exchanges, ad networks, data brokerages, or sending electronic communications (including email) in violation of applicable law; (ii) to determine any person's employability, credit worthiness, credit standing, credit capacity, or other characteristics related to such person's manner or mode of living, as listed in Section 603(d) of the Fair Credit Reporting Act; (iii) as the sole source in generating a consumer report as defined in 15 USC 1681a (Fair Credit Reporting Act); (iv) to make marketing solicitations to individuals who have requested not to receive such solicitations from End User; or (v) in any manner that exceeds the scope of the licenses granted hereunder.
3. End User will respond to all consumer inquiries about End User's use of the Consumer Data as required under applicable data privacy law. In addition, End User will maintain administrative, physical and technical safeguards that are reasonable and appropriate under applicable law and best practices to prevent the release of Consumer Data to unauthorized parties.
4. You represent and warrant to Precisely that you have obtained or possess all rights necessary, including any third-party consents required under applicable laws, to authorize Precisely to use the Submitted Information for the purposes contemplated hereunder. For purpose of this license, "Submitted Information" means Contact Information that You submit in connection with the services provided by Precisely, and "Contact Information" means any data or information that can be used to identify and contact any individual, including without limitation, names, phone numbers, email addresses, and postal addresses.
5. Submitted Information may consist of Contact Information for individuals that has been hashed using either MD5 or SHA256 cryptographic hash function or other hash function ("Hashed Submitted Information"). Notwithstanding the foregoing, if You provide any Submitted Information that is not Hashed Submitted Information, such Submitted Information will be subject to the following license: You hereby grant PRECISELY a limited, revocable license to reproduce and use Submitted Information solely in connection with the provision of Precisely products and services to You and for Precisely's internal business purposes, including enhancement of the Consumer Data database and other related products and services. All Submitted Information that is comprised of individually identifiable information will be treated by PRECISELY in accordance with the Precisely Privacy Policy located at: <https://www.precisely.com/legal/privacy-policy>.