

## **CUSTOMER FAQ FOR THE ALUMNI FINDER ONLINE END USER LICENSE AGREEMENT**

Welcome! We're excited to have you as a customer. We know that legal agreements can be dense. This guide is designed to walk you through the key sections of your "Alumni Finder" agreement, explain the "why" behind them, and give you context on our partnership.

**First, An Important Note** This document is for informational purposes only and is **not legal advice**. It's intended to provide a simplified explanation of the full legal agreement. Please be sure to review the complete Agreement, as it is the sole governing document for our relationship.

**Our Data & Your Terms: The "Pass-Through" Requirement** To provide you with our Alumni Finder service, we license data from a wide variety of national, third-party sources. These data suppliers have very strict legal and contractual rules for how their data is used, protected, and handled. As a condition of our license, they require us to "pass down" (or "flow-down") these same terms to all our customers. Without these terms, we simply would not be able to provide you with the data.

We understand that some of these terms are very restrictive. We have done our best to make them as fair and reasonable as possible, and we've even added specific provisions (like our Public Sector Terms) to accommodate the unique legal requirements of public institutions like yours to take a progressive approach for our customers while ensuring compliance with our suppliers.

Here's a breakdown of the key concepts you'll find in the agreement.

### **Key Concepts in Your Agreement**

**1. Restricted License (Section 1)** This section defines exactly how you are *allowed* to use the data. The data is licensed to you **only** for your own internal business purposes related to your alumni and non-profit programs (e.g., finding lost alumni, verifying contact information, and constituent research).

**2. The "Big Three" Legal Restrictions (FCRA, GLBA, DPPA)**

- Fair Credit Reporting Act (FCRA) (Section 1.viii): This is the most important restriction. The data we provide is NOT a "consumer report" (like a credit report). You CANNOT use this data, in whole or in part, to make decisions about an individual's eligibility for: Credit (like a loan), Insurance, Employment, and Housing (like renting an apartment)/
- GLBA and DPPA (Sections 1.ii & 1.iii): These are other federal privacy laws. The Gramm-Leach-Bliley Act (GLBA) protects financial information, and the Driver's Privacy Protection Act (DPPA) protects data from motor vehicle records (MVRs).

**3. Data Security & Employee Training (Sections 3 & 10)** You must take commercially reasonable measures to keep the data secure. This includes: Restricting access to employees with a "need to know;" Prohibiting the sharing of User IDs or passwords; Purging (deleting) the data you've stored within 90 days of receiving it; and Training your employees on these rules *before* giving them access. Because the data is sensitive, protecting it is a shared responsibility. These security standards are required by our suppliers to prevent misuse or breaches.

**4. Security Event (Data Breach) Procedures (Section 3)** This defines what happens if your system is compromised and the data is accessed by an unauthorized person (a "Security Event"). As the end-user of the data, your organization is responsible for notifying the affected individuals and any required regulatory agencies, in compliance with all laws. You are also responsible for the costs associated with the breach (like credit monitoring, legal fees, etc.). You cannot reference Deep Sync or our products in any notification without our prior written consent.

**5. Performance & "AS IS" Disclaimer (Sections 4 & 6)** We source data from many public records and third-party compilers. This data is not always 100% accurate or complete—records can be outdated, contain errors, or be missing. Therefore, we provide the data "AS IS."

**6. Audit Rights (Section 9)** This is another key "flow-down" term. Our data suppliers have the right to audit us to ensure we are compliant. We must, in turn, have the right to audit our customers to prove that *you* are also complying with the law (especially FCRA) and the agreement.

**7. Indemnification & Liability (Sections 7 & 8)** *We (Deep Sync) cover you* if a third party claims our service itself infringes on their patent or copyright. *You (Customer) cover us* if a claim arises from *your use* of the data, your breach of these rules, or a Security Event that happens on your end. To keep services affordable, both parties agree to cap any potential direct damages at the amount you paid us in the 12 months before the claim.

**Our Partnership** We know this is a lot of information, but these terms are essential for protecting you, us, our data suppliers, and the individuals whose data is being handled. We have worked to make this agreement as fair as possible while meeting our fundamental legal and supplier obligations. We value this relationship and are committed to helping you achieve your alumni relations goals. If you have any questions, please don't hesitate to reach out to your Deep Sync account representative.