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### **General Terms**

CIN maintains the Site to provide you with information about CIN's products and services ("Products"), and to facilitate communication with CIN. From time to time, CIN may revise these terms and conditions. Revisions will be effective when posted or as otherwise stated. Additional terms and conditions and policies may apply to specifics of CIN's products and services.

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CIN defines children as individuals under the age of 18. The Site is not intended for the use of children and CIN does not intend to collect information about children through the Site.

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The Terms and Conditions are effective until terminated by CIN. In the event of termination, the provisions contained in the sections of these Terms and Conditions entitled General Terms, No Warranty by CIN, and Limitations on Liability will survive.

### **NO WARRANTY BY CIN**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE, PRODUCTS, AND CONTENT IS AT YOUR SOLE RISK. ALL PRODUCTS AND CONTENT OFFERED ON OR THROUGH THE SITE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS. CIN AND ITS SUPPLIERS AND VENDORS EXPRESSLY DISCLAIM ALL WARRANTIES, GUARANTEES AND CONDITIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. THE INFORMATION CONTAINED IN THE SITE, PRODUCTS, AND CONTENT AND OTHER MATERIALS YOU MAY RECEIVE FROM CIN DO NOT CONSTITUTE LEGAL, TAX, ACCOUNTING OR OTHER PROFESSIONAL ADVICE. CIN MAKES NO WARRANTY THAT (I) THE SITE, PRODUCTS AND CONTENT ARE ACCURATE, TIMELY, UNINTERRUPTED OR ERROR-FREE; AND

(II) ANY RESULTS, RELIABLE OR OTHERWISE, MAY BE OBTAINED FROM THE USE OF THE SITE, PRODUCTS OR CONTENT.

### **LIMITATION OF LIABILITY**

YOU UNDERSTAND AND AGREE THAT CIN AND ITS SUPPLIERS AND VENDORS WILL NOT BE LIABLE TO YOU (OR ANY OF YOUR MINOR CHILDREN) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM OR IN ANY WAY CONNECTED TO YOUR ACCESS TO, USE, OR INABILITY TO USE THE SITE, PRODUCTS, AND CONTENT AND MEMBERSHIP BENEFITS, OR FROM YOUR ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE UPON ANY LINKED WEB SITE (IF APPLICABLE), EVEN IF CIN HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. SOME JURISDICTIONS EITHER DO NOT ALLOW OR PLACE RESTRICTIONS UPON THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TYPES OF AGREEMENTS; FOR THESE JURISDICTIONS, THE AFOREMENTIONED LIMITATION ON LIABILITY SHALL BE TO THE MAXIMUM DEGREE PERMITTED BY APPLICABLE LAW. IF, NOTWITHSTANDING THE ABOVE, LIABILITY IS IMPOSED UPON CIN, THEN YOU AGREE THAT CIN'S TOTAL LIABILITY TO YOU (AND ANY OF YOUR MINOR CHILDREN) FOR ANY OR ALL OF YOUR LOSSES OR INJURIES (OR THOSE OF YOUR MINOR CHILDREN) FROM CIN'S ACTS OR OMISSIONS, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE CLAIM, SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO CIN FOR THE PRODUCT(S) YOU PURCHASE FROM CIN.

### **CINgroup Account**

You can visit the Site without establishing an account with CIN. However, in order to order any Products, or to utilize any of CIN's platforms or the functionality resident therein, you must have an active CIN Legal Data Services Account or CINcompass Account ("Account"). To learn more about obtaining a CIN account, please contact CIN at 1-866-218-1003, or via [contact@cingroup.com](mailto:contact@cingroup.com).

### **Privacy Policy**

You acknowledge receipt of [CINgroup's Corporate Privacy Policy](#), and certify that you have read it, understand it, and agree to be legally bound by its terms. By accessing the Site, you agree that CIN may use and share your personal information in accordance with the terms of CINgroup's Corporate Privacy Policy and to the extent necessary to process any requests or address any communications that you submit.

### **Summary of Your Rights under the Fair Credit Reporting Act and State Laws**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). To access a summary of your major rights under the FCRA, click [here](#). For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

Many states also have fair credit reporting laws that protect your rights to accuracy, fairness and privacy in credit reporting. Please review all applicable states' notices of rights posted [here](#).

### **Notice to Users of Consumer Reports**

The federal Fair Credit Reporting Act (FCRA) requires CIN to inform users of consumer reports about their legal obligations. If you are an end user of a consumer reports, you certify that you have received and read the Notice to Users of Consumer Reports: Obligations of Users under the FCRA. Click [here](#) to read the Notice.

## Notice of Prosecution

Access to and use of password-protected and/or secure areas of the Site are restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution. Failure to comply with the FCRA can result in state or federal enforcement actions, as well as private lawsuits. In addition, any person who knowingly and willfully obtains a consumer credit report or disclosure under false pretenses may face criminal prosecution.

## Communications

You should use the following information to contact CIN regarding the Site, Content, Products, or Your Account:

Mail: CINgroup, 4540 Honeywell Court, Dayton, OH 45424

Phone: 1.866.218.1003

Email: [contact@cingroup.com](mailto:contact@cingroup.com)

Except as otherwise provided, CIN may send any notices to you to the most recent e-mail or postal address you have provided to us or, if you have not provided an e-mail address, to any e-mail or postal address that we believe to be your address.

## Blog Posts

The blogs on this Site ("Blogs") are for educational and informational purposes only. Use of the Blogs does not create any attorney-client relationship between you and any individual attorney or CIN. The Blogs do not constitute legal advice and are not a substitute for legal advice from a licensed attorney in your state. The information contained within another site that is linked to or from the Blog is beyond the control of the individual blogger or CIN, and do not constitute approval, support, or any relationship to any site or organization. While the content on the Blogs page is believed to be accurate as of the post date, laws change frequently. You should not act or refrain from acting based upon information provided on this site without first consulting legal counsel.

## Links to Other Web Sites

For purposes of convenience, the Site contains links to third-party Web sites. CIN makes no representations or warranties about any third party Web site that you may access through the links. By providing a link to those Web sites, CIN does not endorse, adopt, or otherwise accept any responsibility for the content or use of those Web sites.

## Web Traffic Analysis

CIN uses technology to analyze visitor traffic to the Site and affiliated Web pages. For information about use of cookies, Web logs or other technologies used in connection with a specific CIN product or service offered online, please contact CIN at 1-866-218-1003 or via [contact@cingroup.com](mailto:contact@cingroup.com).

## Applicable Law

The laws applicable to the interpretation of these Terms and Conditions shall be the laws of the State of Ohio, USA, and applicable federal law, without regard to any conflict of law provisions. CIN can provide credit reports only for individuals who have established credit in the United States. CIN does not knowingly provide access to the Site, accounts, or software licenses to entities or individuals residing outside of the United States. You agree that any and all disputes arising under these Terms and Conditions or out of CIN's provision of products and services to you, pursuant to these Terms and Conditions or otherwise, if submitted to a court of law shall be submitted to the state and federal courts with jurisdiction in Montgomery County, Ohio, USA.

### **Miscellaneous**

In the event of a conflict between these Terms and Conditions and any other notice, policy, disclaimer or other term contained in the Site or in the products and services provided to you through the Site, these Terms and Conditions will control. If any portion of these Terms and Conditions is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining portions will remain valid, enforceable, and carried into effect, to the fullest extent permissible.

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