

Privacy & Information Agreement

This agreement is made this _____ day of _____, 20__ by and between ClassQUEST Corporation (hereinafter "ClassQUEST") a Florida corporation having its principal place of business in Port Charlotte, Florida and _____ having its principal place of business in _____ (hereinafter "Client"). The Client is a representative of the various high school and college classes (hereinafter "The Classes" or "The Class") and has been engaged for the sole purpose of assisting with the organizing and execution of a reunion event for the Class (hereinafter "The Reunion").

1. Recitals

Whereas Client is engaged in the preparations for the reunion, which include the sending of invitations, event planning, and other preparations, *and*

Whereas Client seeks to include as many members of The Class in its plans as possible, *and*

Whereas Client is unable to determine the whereabouts of certain members of The Class, *and*

Whereas ClassQUEST is in the business of using certain public records and publicly available information (hereinafter "the Information") for the purpose of locating missing members of the class (hereinafter "The Missing Classmates") on behalf of Client.

ClassQUEST is, subject to the terms and conditions contained herein, desirous of the entering into a service arrangement with Client to attempt to locate The Missing Classmates and provide their current addresses and phone number (hereinafter "Contact Information") to Client.

Client is, subject to the terms and conditions contained herein, desirous of obtaining the Contact Information to use in connection with The Reunion activities.

For the foregoing reasons, and for the good of the valuable consideration and mutual covenants contained herein, the parties hereto agree and covenant as follows:

2. Information Agreement

2.1 Provision of Information

ClassQUEST hereby agrees to make use of its sources, including the Information, to attempt to locate The Missing Classmates for Client, as further described in this Agreement. Client agrees to pay the fees for this service as described in ClassQUEST's published price list, or as provided to Client in a specific quotation.

2.2 Restricted Use/License

Client is hereby granted a world-wide, paid-up, non-transferable, royalty-free restricted license, without the right to sublicense, to use the Contact Information solely in connection with The Reunion, or future Reunions. The Contact Information shall only be used by Client or by the Class in accordance with the terms and conditions contained herein, in connection with Client and Class activities related to The Reunion or future

Reunions. In order to protect the privacy and interests of ClassQUEST in the Information, Client shall not distribute the Information in any way which has not been specifically approved by ClassQUEST. Client may publish the Contact Information, provided it is published with the same information for all other members of the Class. The Contact Information may not be sold or transferred to any third party for any reason whatsoever, including, without limitation, for any marketing purposes, except that Client will be entitled to use the Contact Information it has independently verified without restriction.

2.3 No Guarantee

ClassQUEST makes no guarantee that it can locate the missing Classmates. Each search for a Missing Classmate shall be conducted by ClassQUEST using electronic means in connection with the Information. The success of each search will be determined on large measure by the quantity and quality of the information which Client provides to ClassQUEST regarding each of the Missing Classmates.

2.4 Client Use Limitations – Fair Credit Reporting Act

Client agrees not to use any ClassQUEST Services for consumer credit purposes, consumer insurance underwriting, employment purposes, tenant screening purposes, or for any other “permitted purpose(s)” covered by the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq.) (“FCRA”) or similar state statute.

2.5 Client Use Limitations – Gramm-Leach-Bliley Act

Client agrees not to use any ClassQUEST data, which is the subject of this Agreement, other than pursuant to an exception of the privacy provisions of the Gramm-Leach Bliley Act (15 U.S.C. Sec. 6801 et seq.) and similar state statutes, if applicable.

2.6 Client Use Limitations – Drivers Privacy Protection Act

Client agrees not to use any ClassQUEST Services in violation of the Drivers Privacy Protection Act (18 U.S.C. Sec. 2721 et seq.).

2.7 Ownership And Copyright

Client shall retain ownership of all rights in and to all content provided by Client. ClassQUEST and its third party providers shall retain ownership of all rights in and to the Contact Information and Client may not copy, license, sell, resell, transfer, distribute or otherwise exploit and will use its best efforts to stop any unauthorized use thereof. Until such time that Client independently verifies the Data as described in paragraph 2.2 “Restricted Use/License” above, Client will be licensed to utilize its updated database, once the Contact Information is delivered by ClassQUEST, with the understanding that the Contact Information provided is from proprietary sources and may be utilized for Client’s internal purposes only. Client acknowledges that Company and its third party providers retain all intellectual property rights related to the Information and Contact Information and Client acquires no intellectual property pursuant to this Agreement.

2.8 Misuse of Services or Information

Client agrees to take measures so as to protect against the misuse of ClassQUEST's Services. Client agrees that ClassQUEST may, if it is concerned about Client's use, temporarily suspend Client's access for up to ten (10) business days pending an investigation of use. Client agrees to cooperate fully with any and all investigations. If misuse is confirmed through investigation, ClassQUEST may immediately terminate this Agreement.

2.9 Changes in Use or Access

ClassQUEST may, at any time, impose restrictions and/or prohibitions on the Client's use of the Services or certain data. Client understands that such restrictions or changes in access may be the result of a modification in ClassQUEST policy, a modification of Third Party agreements, a modification in industry standards, or a change in law or regulation. Upon written notification by ClassQUEST of such restrictions, Client agrees to comply with such restrictions.

2.10 Privacy Principles

A copy of the "ClassQUEST Privacy Principals" (Privacy Principals") can be found on ClassQUEST's web site located at <http://www.ClassQUEST.com>. With respect to personal information regarding individual consumers and businesses, the parties agree as follows: ClassQUEST has adopted the Privacy Principles and Client will not commit any action which causes Client or ClassQUEST to be in violation of the Privacy Principles.

3. Warranties and Representations

3.1 Warranties of ClassQUEST

ClassQUEST warrants that it shall use reasonable efforts to locate the Missing Classmates and provide the Contact Information to the Client in a reasonable and timely fashion. ClassQUEST further warrants that ClassQUEST complies with all applicable state and federal laws.

3.2 Warranties of the Client

3.2.1 Representing the Class and Use of Information

Client warrants that it is the duly authorized representatives of the Class and intends to use the Contact Information solely in connection with the Reunion and ClassQUEST's use of any materials provided by Client in connection with the Information will not violate the rights of any third party. Client agrees that the Contact Information may not be sold or rented to any third parties and that the Contact Information shall not be used for marketing purposes.

The Client acknowledges that the Contact Information is a valuable property of ClassQUEST and the Client agrees that unauthorized disclosure, duplication, or distribution could cause irreparable injury to ClassQUEST.

3.2.2 Identifying Source of Contact Information

The Client shall keep confidential the nature of its relationship with ClassQUEST from any members of the Class, and shall keep confidential its methods, as they relate to ClassQUEST, for acquiring the Contact Information. Under no circumstances shall the Client disclose to the members of the Class that ClassQUEST is the source of its Contact Information.

3.2.3 Opting Out by Members of the Class

The Client shall provide a mechanism available to all members of the Class allowing them to “opt out” of the Reunion planning and any mailing or publishing activities related to the Reunion. The mechanism shall permit a member to specify to the Client that they do not wish to receive information related to the Reunion, and to prevent their Contact Information from being made available to other parties. Client agrees to honor all opt-out requests by the members of the Class, and that none of the Contact Information, if any was provided, will be published or circulated in any way.

4. Disclaimer and Limitation of Liability

4.1 Liability/Warranty

Except as expressly provided for under this Agreement, ClassQUEST shall have no liability to Client for any loss or damages related to, or arising out of, the use of Contact Information.

NEITHER CLASSQUEST NOR ITS THIRD PARTY PROVIDERS SHALL BE LIABLE TO CLIENT OR TO ANY PERSON CLAIMING THROUGH CLIENT OR TO WHOM CLIENT MAY HAVE PROVIDED SERVICE RELATED INFORMATION FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY CLASSQUEST’S OR THIRD PARTIES’ NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING SERVICES OR IN OTHERWISE PERFORMING THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT EVERY BUSINESS DECISION INVOLVES ASSUMPTION OF A RISK, AND THAT NEITHER CLASSQUEST NOR ANY THIRD PARTY UNDERWRITES THAT RISK IN ANY MANNER WHATSOEVER. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON CLASSQUEST OR A THIRD PARTY, THEN CLIENT AGREES THAT CLASSQUEST’S AND/OR THIRD PARTIES’ AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF CLASSQUEST AND/OR THIRD PARTIES IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED THE COST OF THE SERVICE OR SERVICES TO WHICH A GIVEN CLAIM RELATES AND WHICH WAS CHARGED TO CLIENT, AND CLIENT COVENANTS AND PROMISES THAT IT WILL NOT SUE CLASSQUEST AND/OR THIRD PARTIES FOR AN AMOUNT GREATER THAN SUCH SUM EVEN IF CLASSQUEST AND/OR THIRD PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND THAT IT WILL NOT SEEK PUNITIVE DAMAGES IN ANY SUIT AGAINST CLASSQUEST AND/OR THIRD PARTIES, ALL IN CONSIDERATION OF THE RECEIPT BY CLIENT OF SERVICES AT THE RATES CHARGED BY CLASSQUEST HEREUNDER, WHICH ARE FAR LOWER THAN WOULD BE AVAILABLE TO CLIENT ABSENT THE WAIVERS AND DISCLAIMERS CONTAINED HEREIN. CLASSQUEST AND THIRD PARTIES DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED. CLASSQUEST AND/OR THIRD PARTIES DO NOT GUARANTEE OR WARRANT THE

CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES OR THE COMPONENTS THEREOF. IN NO EVENT SHALL CLASSQUEST OR THIRD PARTIES BE LIABLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CLIENT FROM RECEIPT OR USE OF INFORMATION DELIVERED HEREUNDER, OR THE UNAVAILABILITY THEREOF.

No action, whether in contract or tort, including negligence, arising out of, or in connection with, this agreement may be brought by either party more than twelve (12) months after the cause of the action has occurred. This shall not apply to actions for breaches of the disclosure provisions, nor to actions for violations or infringements of ClassQUEST's rights relating to the Contact Information.

4.2 Indemnification

Client hereby agrees to protect, indemnify, defend and hold harmless ClassQUEST and all Third Parties from and against any and all costs, claims, demands, damages, losses and liabilities (including actual attorneys' fees) arising from or in any way related to use of Contact Information by Client (or any third party receiving such information from or through Client) furnished by or through ClassQUEST to the extent such costs, claims, demands, damages, losses or liabilities (including actual attorneys' fees) do not result from the grossly negligent acts or omissions of ClassQUEST or Third Parties. Provisions hereof related to release of claims, indemnification, use of information and Services, payment for Services and disclaimer of warranties shall survive any termination of this Agreement.

4.3 Assignment. This Agreement and the rights and obligations of each party hereto shall not be assigned without the prior written consent of the other party which consent shall not be unreasonably withheld. Consent shall not be required, however, in connection with an assignment to a subsidiary or affiliate of ClassQUEST or to a party acquiring all or substantially all of ClassQUEST's assets as part of any sale or transfer of such assets. Upon such assignment: a) ClassQUEST shall promptly advise Client of such transfer; b) the transferee corporation shall expressly agree to assume all obligations hereunder and; c) ClassQUEST shall guarantee the performance of the transferee/affiliate's obligations hereunder.

4.4 Agreement Entirety. This Agreement, as amended, sets forth the entire understanding and agreement between ClassQUEST and Client regarding the subject matter herein and supersedes any prior or contemporaneous oral or written agreements or representations, except that access to and use of Third Party services may be governed by terms and conditions different than or in addition to those herein. By receipt of such Third Party Services, Client agrees to, and shall comply with, such different and/or additional terms of Third Parties and such changes to this Agreement as ClassQUEST shall make from time to time by notice to Client via on-line click wrap amendments or Client bulletins. This Agreement shall be interpreted in accordance with the laws of the State of Florida.

5. Miscellaneous

5.1 Headings

The Headings which appear in this agreement are for readability and are not part of this agreement.

5.2 Term

This agreement shall become effective on the day it is signed and accepted by ClassQUEST. It shall remain in effect for five years. The responsibilities of the Client to safeguard the confidentiality of the Information shall survive after this agreement has terminated.

5.3 Governing Law

This agreement shall be interpreted and governed by the laws of the State of Florida, and courts located in such state shall have exclusive jurisdiction over this agreement and any disputes under this agreement.

5.4 Severability

If any provisions of this agreement shall be found to be unenforceable, void, or otherwise ineffective, the validity of any other provisions, or of this entire agreement shall not be affected thereby.

5.5 Entire Agreement

Each party hereto acknowledges that it has read this agreement and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement and understanding between the parties, which supersedes all previous understandings, negotiations, and proposals, whether written or oral.

5.6 Waiver

Failure by either party to enforce any terms of this Agreement shall not be deemed a waiver of any future enforcement of that or any other term.

5.7 Notices

All notices or communications given or sent to either party shall be made by mail, except for Notices of Default or Breach, which shall be made by Certified Mail, in a postage prepaid letter, or an expedited delivery service requiring a signature for receipt, and addressed as follows:

For the Client:

For ClassQUEST :

ClassQUEST Corporation
Attn: President
282 County Rd., Ste. 2
Barrington, RI 02806

Accepted and Agreed:
ClassQUEST Corporation

By: _____
Louise Mainella, President

Date: _____

Email: info@classquest.com
Phone: 800-965-9020 ext 0

Website: www.classquest.com

Client

By: _____

Date: _____

Printed name and title: _____

Email: _____ Website: _____

Phone: _____