

## **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 Plantation, Florida and \_\_\_\_\_ (hereinafter “Client”). The client is representative of a high school or college class(es) (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* the client is engaged in the preparations for the reunion, which include the sending of invitations, event planning, and other preparations, *and*

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

*Whereas* the 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 the client,

ClassQUEST is, subject to the terms and conditions contained herein, desirous of the entering into a service arrangement with the client to attempt to locate missing classmates and provide their current addresses and phone number (hereinafter “Contact Information”) to the Client.

The 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 Missing Classmates for the Client, as further described in this agreement. The 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**

The Client is granted the right to use and distribute the Contact Information solely in connection with the Reunion, or future Reunions. The Contact Information shall only be used by the Client or by the Class in accordance with the terms and conditions contained herein, in connection with the Client and Class activities related to the Reunion or future Reunions. In order to protect the privacy and interests of ClassQUEST in the

Information, the Client shall not distribute the Information in any way which has not been specifically approved by ClassQUEST. The 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...

### **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 the 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 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 to use any ClassQUEST data, which is the subject of this Agreement, in strict conformance with the Gramm-Leach Bliley Act (U.S.C. Title 15, Chapter 94, Section 6801 et seq.) and similar state statutes, if applicable.

### **2.6 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.

### **2.7 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.

### **2.8 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**

The 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. The 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 this agreement, ClassQUEST shall have no liability to the Client for any loss or damages related to, or arising out of, the use of Contact Information.

NEITHER CLASSQUEST NOR THIRD PARTIES 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 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. 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  
11671 NW 26th St.  
Plantation, FL 33322

**5.8 School and Reunion Information**

**5.8.1 School Information**

School Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

**5.8.2 Reunion Information**

Reunion Date: \_\_\_\_\_

Reunion Dinner Location:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

Class or School Web Site: \_\_\_\_\_

**Accepted and Agreed:**

ClassQUEST Corporation

By: \_\_\_\_\_

Date: \_\_\_\_\_

Timothy Tolson, President

Client: (Print name below signature)

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Telephone: \_\_\_\_\_