

Terms & Conditions

By submitting a request with Pacific Liability Research LLC, an Idaho Limited Liability Company, and/or using our website, you (the "Customer") hereby confirm and acknowledge that you read, understand, and agree to the following terms and conditions:

1. Turnaround Time On average, a trace request is returned within 3-5 business days. Pacific Liability Research LLC shall not be responsible for extended delays or failure in performance resulting from force majeure or other causes beyond its reasonable control.
2. Privacy Policy and Electronic Communications Pacific Liability Research LLC respects your privacy and understands the importance of protecting your personal and financial information. Pacific Liability Research LLC will not disclose Customer's information to third parties for purposes unrelated to your request(s). Additionally, Pacific Liability Research LLC shall not share information provided by Customer other than for authorized purposes including information necessary to fulfill Customer's request. Pacific Liability Research LLC utilizes JotForm and Analytics, privacy policies for which can be found at <https://www.jotform.com/privacy/>. Customer has the right to discontinue receiving communications from Pacific Liability Research LLC at any point in time by sending an email to Pacific Liability Research LLC expressing that you wish to unsubscribe from Pacific Liability Research LLC's communications. Customer agrees to maintain and update Customer's information via Pacific Liability Research LLC's website. Customer agrees that all transactions or communications from or to Pacific Liability Research LLC may be conducted electronically.
3. Fees Customer agrees to pay Pacific Liability Research LLC upon submission of Customer's request. Pacific Liability Research LLC will refund Customer if Pacific Liability Research LLC is unable to identify the information requested by Customer. However, Customer shall not be refunded if Pacific Liability Research LLC completes any search on behalf of Customer and the results are reported as zero. All rush traces are put in front of all non-rush traces in the order in which they are received. If rush case results are not provided in the timeframe quoted then the quoted rush fee shall be refunded. Customer shall be charged a rush fee for each individual or entity that Pacific Liability Research LLC performs a search for on behalf of Customer. Customer must submit a written trace termination request to Pacific Liability Research LLC via email. Termination of a trace request will result in a \$45.00 (forty-five U.S. dollars) fee and all additional fees paid for Customer related to the request shall be refunded if the termination request is received before Pacific Liability Research LLC returns search information to Customer. Verbal cancellation requests will not be accepted. Should Pacific Liability Research LLC find only partial information, Customer shall only be charged for that portion of the request found and Pacific Liability Research LLC will refund the remaining fee charged. In the event that incorrect information is provided, Pacific Liability Research LLC will issue a refund within 20 days equal to the amount billed for that specific search. COMING SOON! For the fastest results, payment must be made via credit or debit card on our website in order to place your trace request next in line for processing.
4. Affirmations and Declarations Customer agrees to utilize Pacific Liability Research LLC's services only for lawful purposes in all applicable jurisdictions. Customer agrees that, to the best of Customer's ability, Customer will (a) request all information required at the time the initial request is submitted, and (b) provide accurate, current, and complete information about the individual(s) or companies to be searched. Customer

acknowledges that, if any information provided to Pacific Liability Research LLC is inaccurate at any point in time, or is otherwise incomplete or not up to date, Customer agrees that Pacific Liability Research LLC will not in any way be held responsible for inaccurate reports or information given to Customer, or Customer's associated reliance or damages related to such information. Further, Customer acknowledges that information provided by Pacific Liability Research LLC is collected from third party research agency data and thus, may be inaccurate, out of date, contain errors or omissions, or otherwise be incorrect.

5. Disclaimer Customer agrees that the information Pacific Liability Research LLC provides to Customer is to be used for general information purposes only. While Pacific Liability Research LLC endeavors to keep all information and reports as up to date and accurate as possible, Customer understands that Pacific Liability Research LLC utilizes third party search engines and data that may contain inaccurate, incomplete, or noncurrent information. All services are provided on an as is and as available basis. Therefore, Pacific Liability Research LLC and its partners, employees, agents, affiliates, and contractors make no representations, undertake no duties, and assume no responsibility for the accuracy or completeness of forms, reports, or other information provided to Customer, nor any errors or omissions contained therein. Pacific Liability Research LLC disclaims all warranties and duties of any kind, whether implied, express, or statutory, including, but not limited to, any implied warranties of merchantability or fitness for a specific purpose, duties of workman-like effort, or negligence. Pacific Liability Research LLC's services, reports, and provided information shall be used at Customer's own risk. Customer is responsible for implementing sufficient procedures to satisfy Customer's requirements for accuracy and completeness of information prior to acting in reliance on such information. Customer's sole remedy for any claim related to this contract against Pacific Liability Research LLC (or any of its partners, employees, agents, or contractors) shall be a refund of the amount paid for the particular service that caused Customer any damages, even if such damages resulted from reasonable reliance on information Pacific Liability Research LLC provided to Customer. Customer also agrees that the damage exclusions and this limitation of liability shall apply despite any failure of an applicable remedy's essential purpose.

6. No Incidental or Consequential Damages Customer agrees, to the fullest extent allowed by applicable law, that Pacific Liability Research LLC nor any of its partners, affiliates, agents, employees, or contractors will be liable to Customer and/or any other person or entity for general, special, incidental, consequential, indirect, or punitive damages of any kind, including, but not limited to, damages resulting from reliance, goodwill, malpractice, or profits, whether or not Pacific Liability Research LLC has been advised of the possibility, or under any legal or equitable theory of liability, including theories of tort, contract, or otherwise arising out of the use of the Pacific Liability Research LLC's information and services.

7. Indemnification Customer agrees to indemnify and hold Pacific Liability Research LLC harmless from and against all claims (including legal and attorneys' fees) arising out of or relating to (a) Customer's breach of any terms of this Agreement, (b) Customer's improper use of Pacific Liability Research LLC's services to violate the laws and regulations of any relevant jurisdiction, and (c) claims resulting from Customer's inaccurate information as well as any action taken from results based on such information.

8. Termination or Cancellation Saaber LLC reserves the right to refuse services without notice and for any or no reason at all.

9. Governing Law This Agreement shall be

governed by the laws of the State of Idaho without regard to its conflict of law provisions. Should a dispute arise, Customer and Pacific Liability Research LLC agree to submit to the personal and exclusive jurisdiction of the courts located within Ada County, Idaho.

10. General Provisions Neither this Agreement nor any part or portion may be assigned or otherwise transferred by the customer without Pacific Liability Research LLC's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

11. Amendments to Terms Pacific Liability Research LLC may at any time and at Pacific Liability Research LLC's sole discretion, update and revise this Agreement by posting an amended Agreement on Pacific Liability Research LLC's website. Any changes that Pacific Liability Research LLC makes to this Agreement will be effective immediately upon posting. Please check this page periodically for changes to the Agreement. Customer will be able to determine if this Agreement has been amended since Customer's previous visit by viewing the date that appears directly below this section. Customer's use of this website or submission of a search request following the posting of any changes constitutes acceptance of those changes. Agreement last updated: August 24, 2019.

12. Effect of Agreement This Agreement, which includes all current amendments, embodies the entire agreement between Customer and Pacific Liability Research LLC. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the intentions of the parties as reflected in that provision and the allocation of risks set forth in this Agreement, and agree that the remaining provisions of this Agreement shall remain in full force and effect.

13. Copyright Notice Subject to the express provisions of these terms and conditions, Pacific Liability Research LLC, together with its licensors, own and control all the copyright and other intellectual property rights in our website. Unless you own or control the relevant rights in the information or material provided by Pacific Liability Research LLC, you shall not republish, sell, rent, sub-license, or redistribute such information.

14. No Third party rights You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions. These terms and conditions are for the benefit of only Customer and Pacific Liability Research LLC, and these terms and conditions are not intended to benefit or be enforceable by any third party.

15. Contact Information You can contact us by email at help@pacificliability.com.