

**Read the following terms and conditions carefully before continuing.**

This website is offered by On-Line Data Exchange LLC (OLDE), operators of the e-OSCAR system and website, to you, the user, conditioned upon your acceptance without modification of the terms and conditions set forth herein. Your use of this website constitutes your agreement to all of the following terms and conditions.

**Data, Information, and Content**

The data, information, and content on this site are for information and education purposes only. Although OLDE may provide data, information, and content relating to consumer credit, you should not construe any such information or other content available through this site as legal or tax advice. You alone shall bear the sole responsibility of evaluating the merits and risks associated with the use of any data, information, or content on this site before making any decisions based on such data, information, or content. In exchange for using such data, information, or content, you agree not to hold OLDE, its members, nor its third-party content providers liable for any claim for damages arising from any decision you make based on information made available to you through this site. By providing access to other websites, neither OLDE nor any of its members is endorsing services provided by any website's sponsoring organization.

**Modification and Monitoring of Website**

e-OSCAR reserves the right, at its discretion, to change, modify, add, or remove portions of these terms at any time. We suggest that you check these terms periodically for changes. The terms can be accessed from the link at the bottom of our website pages. If you use this website after we post changes to the terms, you accept the changed terms. e-OSCAR expressly reserves the right to monitor any and all use of this website.

**Intellectual Property and Restrictions on Use of Materials**

**1. Trademarks**

OLDE owns and operates this site. The following marks are the trademarks or registered trademarks of OLDE or its licensors: e-OSCAR, e-OSCAR-web, Online Solution for Complete and Accurate Reporting, OLDE and On-Line Data Exchange.

Other e-OSCAR graphics, logos, page headers, and service names are trademarks or trade dress of OLDE or its licensors. The e-OSCAR trademarks and trade dress may not be used in connection with any product or service that is not OLDE's, in any manner that is likely to cause confusion, or in any manner that disparages or discredits e-OSCAR, OLDE, or its members.

All other trademarks or trade names appearing elsewhere on this website are property of their respective owners.

**2. Copyrights Policy**

Copyright 2023 On-Line Data Exchange LLC. All rights reserved.

Unless otherwise expressly set forth in this site, the compilation of all content on this site, all software used or otherwise made available through this site, and all content on this site, including, but not limited to, text, graphics, audio clips, logos, buttons, images, digital downloads, data compilations, software, icons, html code, and xml code, is the property of OLDE and its members and/or affiliates or its suppliers, and is protected by United States and international copyright laws and other laws.

## Limited Licenses

### 1. License and Site Access

Unless you are receiving access to software/content pursuant to another license from OLDE (such as the e-OSCAR Subscriber License), in which case the specific provisions of that license exclusively apply, OLDE hereby grants you a limited, nonexclusive, nontransferable license to view, bookmark, download, and print the pages within this site and the documents, graphics, information and media incorporated on these pages. You are solely responsible for obtaining, paying for, repairing, and maintaining all of the equipment, telephone lines, and other material that you need to access this site. The pages within this site may be used solely for personal, informational, and noncommercial purposes or, if you are an e-OSCAR (or OLDE) member or member-authorized entity, for internal business purposes. Except as provided for herein, you may not modify, copy, distribute, transmit, post, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any pages, data, information, software, products, or services obtained from this site, unless you have obtained the prior written permission of OLDE or you are using a service available through this site. All rights not expressly granted herein are reserved by OLDE. OLDE expressly reserves the right to monitor any and all use of this site.

Notwithstanding the foregoing license, unless you have obtained OLDE's prior written permission (requests for written permission may be sent to [eoscarsupport@newmgtservices.com](mailto:eoscarsupport@newmgtservices.com)), you MAY NOT:

Copy, modify, or display e-OSCAR's name, logo, trademarks, text, or graphic images in any way, except as may be expressly authorized in this site.

Redeliver any of the pages, text, images, or content of this site using "framing" technology.

Modify or use the pages, text, images, or content from this site for any other purpose.

Use devices (including software) that are designed to provide repeated automated access to this site (other than with those devices that may be made generally available by OLDE), probe, scan, or test the vulnerability of any system or network related in any way to this site. OLDE reserves the right to take all measures necessary to prevent such access, probing, scanning, or testing, including denial or termination of service.

Include "e-OSCAR", "OLDE" or any e-OSCAR trademark or servicemark, any OLDE executive's name, or any variation of any of the foregoing, as a metatag, hidden textual element, or any other indicator that may create an impression of affiliation, sponsorship, or endorsement between any user and/or site and OLDE.

### 2. Linking Conditions

Please read these linking conditions ("Linking Conditions") before linking to this site. You may not link to this site unless you accept and comply with these Linking Conditions. You are granted a limited, revocable, nonexclusive right to create a hyperlink to this site provided you comply at all times with all of the following conditions:

1. The link must resolve to OLDE's portal page at [www.e-oscar.org](http://www.e-oscar.org);
2. The text of the link on the linking site must include the terms "e-OSCAR" or [www.e-oscar.org](http://www.e-oscar.org). You may not use any e-OSCAR logo, OLDE logo, trademark, servicemark, or other proprietary graphic as part of the link without the prior written permission of OLDE; to seek such permission, you may send us an e-mail at [eoscarsupport@newmgtservices.com](mailto:eoscarsupport@newmgtservices.com);
3. The link and surrounding context on the linking site must not falsely represent or suggest any relationship between the linking site and OLDE or e-OSCAR (including suggestions of affiliation, endorsement, membership or sponsorship);
4. The link and surrounding context on the linking site must not portray e-OSCAR (or OLDE), its members, or their products or services in a false, misleading, derogatory, or otherwise offensive manner;

5. The link must deliver e-OSCAR content outside of a framed environment and must maintain the integrity of the layout, content, and look and feel of this site; and
6. The link must deliver users directly to this site unaltered, unmodified, and unadulterated in any way by the linking site.

If you have created a link that conforms to these Linking Conditions, then you may also include one or more links to any internal or subsidiary page of this site that is located one or several levels down from the home pages (known as "deep linking"); provided, however, that all such deep links must be in close proximity to the link that conforms to the Linking Conditions. Notwithstanding the foregoing, in no event may you maintain numerous or pervasive links to this site without the prior written permission of OLDE.

## **Downloading Software and Files**

If you download software or files from this site, the software -- including any files or images incorporated in or generated by the software and data accompanying the software -- and files (collectively, the "Files") are licensed to you by OLDE subject to these Terms and Conditions and solely for your personal, noncommercial use unless you are an e-OSCAR (or OLDE) member, in which case you may use the Files for your internal business purposes. However:

OLDE does not transfer title to the Files to you;

Except as provided for herein, you own the medium on which the Files are recorded, but OLDE and its licensors retain full and complete title in and to the Files, including all intellectual property rights therein;

You may not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise reduce the Files to any other form whatsoever;

You may not use the Files directly or indirectly on a time-sharing, remote job entry, or service bureau basis for the benefit of any third party.

Software from this site is subject to U.S. export controls. Software from this site may not be downloaded or otherwise exported or reexported outside the United States. By downloading or using any software from this site, you represent and warrant that you are not located in, under the control of, or a national or resident of any country or territory outside the United States and its territories.

## **Links to Third Party Websites**

This website may contain links to websites operated by parties other than OLDE. Such links are provided for your convenience and reference only. The linked sites are not under the control of OLDE, and OLDE is not responsible for the contents of any linked site or any link contained in a linked site. The inclusion of a link does not imply any association with their operators or any endorsement of the linked site by OLDE.

No Business Relationship Created By Your Use. You agree that no joint venture, partnership, employment, or agency relationship exists between you and OLDE as a result of your use of this website.

## **Disclaimers and Limitations of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THIS SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW, OLDE, INCLUDING BUT NOT LIMITED TO OLDE'S MEMBERS, SUPPLIERS, THIRD PARTY CONTENT PROVIDERS, AND LICENSORS, EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THIS SITE AND ANY PRODUCTS OR SERVICES AVAILABLE ON OR THROUGH THIS SITE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE AND NON-INFRINGEMENT. OLDE INCLUDING BUT NOT LIMITED TO OLDE'S MEMBERS, REPRESENTATIVES, AGENTS, SUPPLIERS, THIRD PARTY CONTENT PROVIDERS, AND LICENSORS, MAKES NO WARRANTY THAT:

1. THIS SITE WILL MEET YOUR REQUIREMENTS;
2. THIS SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE OF VIRUSES, ERRORS, WORMS, DATE BOMBS, TIME BOMBS, OR OTHER HARMFUL COMPONENTS;
3. THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS SITE WILL BE ACCURATE OR RELIABLE;
4. THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THIS SITE WILL MEET YOUR EXPECTATIONS;
5. ANY ERRORS ON THIS SITE WILL BE CORRECTED; OR
6. THE DATA AND MATERIALS PRESENTED OR DISPLAYED ON THIS SITE ARE CORRECT, ACCURATE, OR RELIABLE.

ANY CONTENT OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS SITE IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT.

YOU AGREE THAT OLDE, INCLUDING BUT NOT LIMITED TO, OLDE'S MEMBERS, REPRESENTATIVES, AGENTS, SUPPLIERS, THIRD PARTY CONTENT PROVIDERS, AND LICENSORS, ENGAGED IN PROVIDING SERVICES TO YOU ON OR THROUGH THIS SITE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES CAUSED BY THEFT, UNAUTHORIZED ACCESS, SYSTEMS FAILURE, COMMUNICATIONS LINE FAILURE, OR OTHER OCCURRENCES BEYOND THE CONTROL OF OLDE OR SUCH THIRD PARTIES.

NEITHER OLDE NOR OLDE'S MEMBERS, REPRESENTATIVES, AGENTS, SUPPLIERS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, INCOME, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF OLDE OR ANY SUCH THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM (BY WAY OF EXAMPLE ONLY):

1. THE USE OF OR THE INABILITY TO USE THIS SITE;
2. THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH, OR FROM THIS SITE;
3. ACCESS TO OR ALTERATION OF YOUR ACCOUNT, TRANSMISSIONS, OR DATA DUE TO YOUR CONDUCT, INACTION, OR NEGLIGENCE;
4. STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THIS SITE; OR
5. ANY OTHER MATTER RELATING TO THIS SITE.

IN NO EVENT SHALL OLDE'S TOTAL LIABILITY TO YOU FOR DAMAGES, LOSSES, AND CAUSES OF ACTION -- WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE -- EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS SITE.

THE MATERIAL ON THIS SITE IS PROVIDED SOLELY FOR THE PURPOSES EXPRESSLY STATED HEREIN AND DOES NOT CONSTITUTE LEGAL OR TAX ADVICE ON ANY MATTER. OLDE ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR TIMELINESS OF ANY INFORMATION PROVIDED HEREIN. YOU SHOULD NOT UNDER ANY CIRCUMSTANCES RELY ON, OR ACT ON THE BASIS OF, THE CONTENT OR MATERIAL ON THIS WEBSITE. THE MATERIAL AND CONTENT ARE NOT A SUBSTITUTE FOR OBTAINING LEGAL ADVICE FROM YOUR OWN LAWYER IN THE APPROPRIATE JURISDICTION OR STATE.

**Indemnity**

You agree to indemnify, defend, and hold harmless OLDE, its members, representatives, agents, suppliers, third party content providers and licensors from and against any and all claims, liabilities, damages, losses, or expenses, including attorney's fees and costs, arising out of or in any way connected with your access to or use of this site.

**Jurisdictional Issues and Applicable Law**

By visiting this site, you agree that the laws of the State of Delaware, United States of America, without regard to Delaware principles of conflict of laws, will govern these Terms and Conditions of Use and any dispute of any sort that might arise between you and OLDE or its affiliates. If you take legal action relating to these Terms of Use, you agree to file such action only in federal or state court in Wilmington, Delaware, and you consent and submit to the exclusive personal jurisdiction of those courts for the purposes of litigating any such action.

**Integration and Severability**

If any provision of these terms is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and will not affect the validity and enforceability of the remaining provisions. The preceding terms and conditions of use represent the entire agreement between OLDE and your relating to the subject matter herein.