

Supplemental Terms & Conditions

for use of the LexisNexis Services

February 19, 2020

LexisNexis® Services

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14. Experian Data – Applicable Only To Those Subscribers Who Have Access to GLBA Regulated Credit Header Data

VIN Gateway Services Direct Auto Market Restrictions

In no event may you or any of your Authorized Users sell, license or otherwise provide any VIN Gateway Services or LN products or services using the VIN Gateway Data to any entity that is engaged in any of the following business activities: (i) vehicle dealers; (ii) vehicle original equipment manufacturers; (iii) vehicle auction companies; (iv) automotive portals, or (vii) automotive aftermarket suppliers, including the sales and marketing functions of such companies (“Direct Auto Market”), except to the following departments of such entities: (i) the legal, collections, human resources or other corporate support departments/functions of such Direct Auto Market companies, (ii) financial institutions, or (iii) automobile finance companies. Additionally, use of the VIN Gateway Data for any of the following purposes is prohibited:

1. Recall/Advisory Activities: Using VIN Gateway Data to identify specific vehicle owners’ names and addresses (typically all owners linked to a range of VIN numbers) for the purpose of notifying them of a product recall or safety advisory issued by an auto manufacturer, supplier or agent.
2. Warranty Activities: Using VIN Gateway Data to identify specific records, (e.g. odometer readings, transfer of ownership) associated with a VIN number to identify whether or not a vehicle is still under warranty and providing this determination to, or in connection with, motor vehicle manufacturers, independent warranty or service contract providers.
3. Customer Surveys: Using VIN Gateway Data to identify owners of a specific make, model and/or category of vehicles for the purpose of conducting primary consumer research (e.g. telephone interviews, mail surveys) to determine consumer automobile preferences and /or vehicle purchasing trends.

4. Vehicle Statistics: Using VIN Gateway Data to compile periodic new and/or used vehicle statistics (e.g. recent sales, vehicles in operation) by geography, vehicle classification, dealer, lender, and/or make/model for the purpose of automobile market share reporting for manufacturers and dealer, indirect lending market share reporting for automotive lenders, retail site planning, promoting automotive brands or dealerships to consumers, and/or dispute resolution between retailers and manufacturers.
5. Share of Garage Analysis: Using VIN Gateway Data to determine the current vehicles owned by an individual, household or group for the purposes of market research or direct marketing, or determining vehicle purchasing patterns over time (e.g. frequency of purchases, loyalty to specific brands).
6. Vehicle Ownership Profiles/Modeling: Using VIN Gateway Data to build direct marketing models for the purpose of promoting vehicles and auto financing products to consumers.
7. Vehicle History Reports: Augmenting VIN Gateway Data with accident data, odometer readings, emission readings or state issued vehicle brand data for the purpose of developing a 'Vehicle History Report' competing against AutoCheck and CARFAX by providing vehicle valuations to potential buyers, seller, dealers, Original Equipment Manufacturers, auction houses or financiers of automobiles. This in no way limits use of the VIN Gateway Data to verify the vehicles owned by a consumer or business or to assess the value of vehicles during the process of underwriting, policy auditing, adjusting, examining or settling of a property claim. Furthermore, Subscriber shall not provide, sell or license the branded title indicator or lease/lienholder information to any End User/Distributor outside of the insurance industry.
8. Fleet Marketing: Using VIN Gateway Data for the purpose of direct marketing to identify and target businesses who own vehicle fleets.
9. Direct Marketing: Using the Licensed Data for direct marketing activities such as direct mail or telemarketing.
10. OEM/AOT: Using VIN Gateway Data for removal of nonowner records of original equipment manufacturers or in connection with providing services to motor vehicle manufacturers.
11. Dealer Audit: Using VIN Gateway Data in connection with original equipment manufacturer performance monitoring of auto vehicles or dealers.
12. Modeling: VIN Gateway Data shall not be resold or sublicensed for modeling purposes. Resale of any result derived from a model is not prohibited.

Access Security Requirements for GLB 5A Data (Fully Displayed or Truncated Social Security Number Information Retrieved from Credit Header Data)

The following information security controls are required to reduce unauthorized access to consumer information. It is your responsibility to implement these controls. If you do not understand these requirements or need assistance, it is your responsibility to get an outside service provider to assist you. Experian reserves the right to make changes to these Access Security Requirements without prior notification. The information provided herewith provides minimum baselines for information security.

In accessing GLBA 5A Data, you agree to follow these Experian security requirements. These requirements are applicable to all systems and devices used to access, transmit, process, or store Experian data.

1. Implement Strong Access Control Measures

1. If using third party or proprietary systems to access the LexisNexis Online Services, ensure that the access must be preceded by authenticating users to the application and/or system (e.g. application based authentication, Active Directory, etc.) utilized for accessing LexisNexis data/systems.
2. If the third party or third party software or proprietary system or software, used to access the LexisNexis Online Services, is replaced or no longer in use, the passwords should be changed immediately.
3. Create a unique user ID for each user to enable individual authentication and accountability for access to the Online Services. Each user must also have a unique logon password.
4. Develop strong passwords that are:
 1. Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters)
 2. Contain a minimum of eight (8) alphabetic and numeric characters for standard user accounts
 3. For interactive sessions (i.e. non system-to-system) ensure that passwords/passwords are changed periodically or that enhancements such as multi-factor authentication are implemented (every 90 days is recommended)
5. Passwords (e.g. user/account password) must be changed immediately when:
 1. Any system access software is replaced by another system access software or is no longer used
 2. The hardware on which the software resides is upgraded, changed or disposed without being purged of sensitive information
 3. Any suspicion of password being disclosed to an unauthorized party (see section D.3 for reporting requirements)
 4. It is understood that the practice of encryption of sensitive data at rest will be implemented in the year 2017 for you, it being understood that in the meantime you shall implement other compensating controls when the data is at rest, including physical security, access controls, or vulnerability assessments
6. Ensure that passwords are not transmitted, displayed or stored in clear text; protect all end user (e.g. internal and external) passwords using, for example, encryption or a cryptographic hashing algorithm also known as “one-way” encryption. When using encryption, ensure that strong encryption algorithms are utilized (e.g. AES 256 or above).
7. Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations. Systems should be manually locked before being left unattended.

8. Active logins to credit information systems must be configured with a 30 minute inactive session timeout.
9. You must NOT install Peer-to-Peer file sharing software on systems used to access, transmit or store Experian data
10. Ensure that Subscriber's employees do not access their own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose
11. Implement physical security controls to prevent unauthorized entry to Subscriber's facility and access to systems used to obtain credit information. Ensure that access is controlled with badge readers, other systems, or devices including authorized lock and key.

2. Maintain a Vulnerability Management Program Implement Strong Access Control Measures

1. Keep operating system(s), firewalls, routers, servers, personal computers (laptops and desktops) and all other systems current with appropriate system patches and updates.
2. Configure infrastructure such as firewalls, routers, servers, tablets, smart phones, personal computers (laptops and desktops), and similar components to industry standard security practices, including disabling unnecessary services or features, and removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
3. Implement and follow current best security practices for computer virus detection scanning services and procedures:
 1. Use, implement and maintain a current, commercially available anti-virus software on all systems, if applicable anti-virus technology exists. Anti-virus software deployed must be capable to detect, remove, and protect against all known types malicious software such as viruses, worms, spyware, adware, Trojans, and root-kits.
 2. Ensure that all anti-virus software is current, actively running, and generating audit logs; ensure that anti-virus software is enabled for automatic updates and performs scans on a regular basis.
 3. If you suspect an actual or potential virus infecting a system, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.

3. Protect Data

1. Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
2. Experian data is classified Confidential and must be secured to in accordance with the requirements mentioned in this document at a minimum.
3. Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.

4. Encrypt all Experian data and information when stored electronically on any system including but not limited to laptops, tablets, personal computers, servers, databases using strong encryption such as AES 256 or above. An alternative to encryption at rest is compensating controls designed to mitigate the risk of data exposure.
5. Experian data must not be stored locally and permanently on smart tablets and smart phones such as iPads, iPhones, Android based devices, etc.
6. When using smart tablets or smart phones to access Experian data, ensure that such devices are protected via device pass-code
7. Applications utilized to access Experian data via smart tablets or smart phones must protect data while in transmission using an industry-recognized, strong, encryption method.
8. Only open email attachments and links from trusted sources and after verifying legitimacy.
9. When no longer in use, ensure that hard-copy materials containing Experian data are crosscut shredded, incinerated, or pulped such that there is reasonable assurance the hard-copy materials cannot be reconstructed.
10. When no longer in use, electronic media containing Experian data is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).

4. Maintain an Information Security Policy

1. Suitable to complexity and size of the organization, establish and publish information security and acceptable user policies identifying user responsibilities and addressing requirements in line with this document and applicable laws and regulations.
2. The FACTA Disposal Rules requires that Subscriber implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.
3. Implement and maintain ongoing mandatory security training for those who have access to Experian information and awareness sessions for all staff to underscore the importance of security in the organization.
4. When using third party service providers (e.g. application service providers) to access, transmit, store or process Experian data, ensure that service provider is compliant with the Experian Independent Third Party Assessment (EI3PA) program, and registered in Experian's list of compliant service providers. If the service provider is in the process of becoming compliant, it is Subscriber's responsibility to ensure the service provider is engaged with Experian and an exception is granted in writing. Approved certifications in lieu of EI3PA can be found in the Glossary section.

5. Build and Maintain a Secure Network

1. Protect Internet connections with dedicated, industry-recognized firewalls that are configured and managed using industry best security practices.

2. Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.
3. Administrative access to firewalls and servers must be performed through a secure internal wired connection or over a secured private network only.
4. Any stand-alone computers that directly access the Internet must have a desktop firewall deployed that is installed and configured to block unnecessary/unused ports, services, and network traffic.
5. Change vendor defaults including but not limited to passwords, encryption keys, SNMP strings, and any other vendor defaults.
6. For wireless networks connected to or used for accessing or transmission of Experian data, ensure that networks are configured and firmware on wireless devices updated to support strong encryption (for example, IEEE 802.11i) for authentication and transmission over wireless networks.
7. When using service providers (e.g. software providers) to access LexisNexis systems, access to third party tools/services must require multi-factor authentication.

6. Regularly Monitor and Test Networks

1. Perform regular tests on information systems that serve Experian data and are exposed to the Internet (port scanning, virus scanning, internal/external vulnerability scanning). Ensure that issues identified via testing are remediated according to the issue severity (e.g. fix critical issues immediately, high severity in 15 days, etc.)
2. Ensure that audit trails are enabled and active for systems and applications used to access, store, process, or transmit Experian data; establish a process for linking all access to such systems and applications. Ensure that security policies and procedures are in place to review security logs on daily or weekly a periodic basis and that follow-up to exceptions is required.
3. Use current best practices to protect telecommunications systems and any computer system or network device(s) used to provide Services hereunder to access LexisNexis systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by:
 1. protecting against intrusions;
 2. securing the computer systems and network devices;
 3. and protecting against intrusions of operating systems or software.

7. Mobile and Cloud Technology

1. Storing Experian data permanently on mobile devices is prohibited. Any exceptions must be obtained from Experian in writing; additional security requirements will apply.
2. Mobile applications development must follow industry known secure software development standard practices such as OWASP and OWASP Mobile Security Project adhering to common controls and addressing top risks.

3. Mobile applications development processes must follow secure software assessment methodology which includes appropriate application security testing (for example: static, dynamic analysis, penetration testing) and ensuring vulnerabilities are remediated.
4. Mobility solution server/system should be hardened in accordance with industry and vendor best practices such as Center for Internet Security (CIS) benchmarks, NIS, NSA, DISA and/or other.
5. Mobile applications and data shall be hosted on devices through a secure container separate from any personal applications and data. See details below. Under no circumstances is Experian data to be exchanged between secured and non-secured applications on the mobile device.
6. In case of non-consumer access, that is, commercial/business-to-business (B2B) users accessing Experian data via mobile applications (internally developed or using a third party application), ensure that multi-factor authentication and/or adaptive/risk-based authentication mechanisms are utilized to authenticate users to application.
7. When using cloud providers to access, transmit, store, or process Experian data ensure that:
 1. Appropriate due diligence is conducted to maintain compliance with applicable laws and regulations and contractual obligations
 2. Cloud providers must have gone through independent audits and are compliant with one or more of the following standards, or a current equivalent as approved/recognized by Experian:
 - ISO 27001
 - PCI DSS
 - EI3PA
 - SSAE 16 – SOC 2 or SOC3
 - FISMA
 - CAI / CCM assessment

8. General

1. No more than once per year, at Experian's expense, Experian will have the right to audit the security mechanisms Subscriber maintains to safeguard access to Experian information, systems and electronic communications. Audits may include examination of systems security and associated administrative practices. Audits shall be reasonable in scope and duration.
2. In cases where Subscriber is accessing Experian information and systems via third party software, Subscriber agrees to make available to LN upon request, audit trail information and management reports generated by the vendor software, regarding Subscriber individual authorized users.
3. Subscriber shall be responsible for and ensure that third party software, which accesses the LexisNexis Online Services, is secure, and protects this vendor software against unauthorized modification, copy and placement on systems which have not been authorized for its use.

4. Subscriber shall conduct software development (for software which accesses LexisNexis information systems; this applies to both in-house or outsourced software development) based on the following requirements:
 1. Software development must follow industry known secure software development standard practices such as OWASP adhering to common controls and addressing top risks.
 2. Software development processes must follow secure software assessment methodology which includes appropriate application security testing (for example: static, dynamic analysis, penetration testing) and ensuring vulnerabilities are remediated.
 3. Software solution server/system should be hardened in accordance with industry and vendor best practices such as Center for Internet Security (CIS) benchmarks, NIS, NSA, DISA and/or other
5. Under Section H.1 above, reasonable access to audit trail reports of systems utilized to access the Online Services shall be made available to LexisNexis upon request, for example during breach investigation or while performing audits.
6. Data requests must include the IP address of the device from which the request originated (i.e., the requesting client's IP address), where applicable.
7. Subscriber shall report actual security violations or incidents that impact Experian data to LexisNexis within twenty-four (24) hours or per agreed contractual notification timeline. Subscriber agrees to provide notice to LexisNexis of any confirmed security breach that may involve data related to the contractual relationship, to the extent required under and in compliance with applicable law. Telephone notification is preferred at 888-872-5375, Email notification will be sent to Security.investigations@lexisnexis.com.
8. Subscriber acknowledges and agrees that Subscriber (a) has received a copy of these requirements, (b) has read and understands its obligations described in the requirements, (c) will communicate the contents of the applicable requirements contained herein, and any subsequent updates hereto, to all employees that shall have access to the Experian data through the Online Services, and (d) will abide by the provisions of these requirements when accessing Experian data.
9. Subscriber understands that its use of the Online Services and computing resources may be monitored and audited by LexisNexis, without further notice.
10. Subscriber acknowledges and agrees that it is responsible for all activities of its employees/Authorized Users, and for assuring that mechanisms to access the Online Services and data are secure and in compliance with its LexisNexis agreement.
11. When using third party service providers to access, transmit, or store Experian data, additional documentation may be required by LexisNexis.

General requirements:

1. Subscriber shall designate an employee to be its Head Security Designate, to act as the primary interface with LexisNexis on systems access related matters. Subscriber's Head Security Designate will be responsible for establishing, administering and monitoring all

Authorized User's access to the Online Services which are delivered over the Internet ("Internet access"), or approving and establishing Security Designates to perform such functions.

2. Subscriber's Head Security Designate or other Security Designates shall in turn review all employee requests for Internet access approval. The Head Security Designate or its Security Designate shall determine the appropriate access to each LexisNexis product based upon the legitimate business needs of each employee. LexisNexis reserves the right to terminate any accounts it deems a security threat to its systems and/or consumer data.
3. Unless automated means become available, Subscriber shall request employee's (Internet) access via the Head Security Designate/Security Designate. Those employees approved by the Head Security Designate or Security Designate for Internet access ("Authorized Users") will be individually assigned unique access identification accounts ("User ID") and passwords/passphrases (this also applies to the unique Server-to-Server access IDs and passwords/passphrases). LexisNexis' approval of requests for (Internet) access may be granted or withheld in its sole discretion. LexisNexis may add to or change its requirements for granting (Internet) access to the services at any time (including, without limitation, the imposition of fees relating to (Internet) access upon reasonable notice to Subscriber), and reserves the right to change passwords/passphrases and to revoke any authorizations previously granted. Note: Partially completed forms and verbal requests will not be accepted.
4. An officer of Subscriber agrees to notify LexisNexis in writing immediately if it wishes to change or delete any employee as a Head Security Designate, Security Designate, or Authorized User; or if the identified Head Security Designate, Security Designate or Authorized User is terminated or otherwise loses his or her status as an Authorized User.

Roles and Responsibilities

1. Subscriber agrees to identify an employee it has designated to act on its behalf as a primary interface with LexisNexis on systems access related matters. This individual shall be identified as the "Head Security Designate." The Head Security Designate can further identify a Security Designate(s) to provide the day to day administration of the Authorized Users. Security Designate(s) must be an employee and a duly appointed representative of the Subscriber and shall be available to interact with LexisNexis on information and product access, in accordance with these Experian Access Security Requirements for LexisNexis End-Users. Subscriber's duly authorized representative (e.g. contracting officer, security manager, etc.) must authorize changes to Subscriber's Head Security Designate. The Head Security Designate will submit all requests to create, change or lock Security Designate and/or Authorized User access accounts and permissions to LexisNexis' systems and information. Changes in Head Security Designate status (e.g. transfer or termination) are to be reported to LexisNexis immediately or the Head Security Designate's access terminated.
2. The Head Security Designate is acting as the duly authorized representative of Subscriber.

3. The Security Designate may be appointed by the Head Security Designate as the individual that Subscriber authorizes to act on behalf of the business in regards to LexisNexis product access control (e.g. request to add/change/remove access). Subscriber can opt to appoint more than one Security Designate (e.g. for backup purposes). Subscriber understands that the Security Designate(s) it appoints shall be someone who will generally be available during normal business hours and can liaise with LexisNexis' Security Administration group on information and product access matters.
4. The Head Designate shall be responsible for notifying their corresponding LexisNexis representative in a timely fashion of any Authorized User accounts (with their corresponding privileges and access to application and data) that are required to be terminated due to suspicion (or actual) threat of system compromise, unauthorized access to data and/or applications, or account inactivity.

Designate

1. Must be an employee and duly appointed representative of Subscriber, identified as an approval point for Subscriber's Authorized Users.
2. Is responsible for the initial and on-going authentication and validation of Subscriber's Authorized Users and must maintain current information about each (phone number, valid email address, etc.).
3. Is responsible for ensuring that proper privileges and permissions have been granted in alignment with Authorized User's job responsibilities.
4. Is responsible for ensuring that Subscriber's Authorized Users are authorized to access LexisNexis products and services.
5. Must disable Authorized User ID if it becomes compromised or if the Authorized User's employment is terminated by Subscriber.
6. Must immediately report any suspicious or questionable activity to LexisNexis regarding access to LexisNexis' products and services
7. Shall immediately report changes in their Head Security Designate's status (e.g. transfer or termination) to LexisNexis.
8. Will provide first level support for inquiries about passwords/passphrases or IDs requested by your Authorized Users.
9. Shall be available to interact with LexisNexis when needed on any system or user related matters.

Glossary

Term	Definition
Computer Virus	A Computer Virus is a self-replicating computer program that alters the way a computer operates, without the knowledge of the user. A true virus replicates and executes itself. While viruses can be destructive by destroying data, for example, some viruses are benign or merely annoying.

Confidential	Very sensitive information. Disclosure could adversely impact your company.
Encryption	Encryption is the process of obscuring information to make it unreadable without special knowledge.
Firewall	In computer science, a Firewall is a piece of hardware and/or software which functions in a networked environment to prevent unauthorized external access and some communications forbidden by the security policy, analogous to the function of Firewalls in building construction. The ultimate goal is to provide controlled connectivity between zones of differing trust levels through the enforcement of a security policy and connectivity model based on the least privilege principle.
Information Lifecycle	(Or Data Lifecycle) is a management program that considers the value of the information being stored over a period of time, the cost of its storage, its need for availability for use by authorized users, and the period of time for which it must be retained.
IP Address	A unique number that devices use in order to identify and communicate with each other on a computer network utilizing the Internet Protocol standard (IP). Any All participating network devices - including routers, computers, time-servers, printers, Internet fax machines, and some telephones - must have its own unique IP address. Just as each street address and phone number uniquely identifies a building or telephone, an IP address can uniquely identify a specific computer or other network device on a network. It is important to keep your IP address secure as hackers can gain control of your devices and possibly launch an attack on other devices.
Peer-to-Peer	A type of communication found in a system that uses layered protocols. Peer-to-Peer networking is the protocol often used for reproducing and distributing music without permission.
Router	A Router is a computer networking device that forwards data packets across a network via routing. A Router acts as a junction between two or more networks transferring data packets.
Spyware	Spyware refers to a broad category of malicious software designed to intercept or take partial control of a computer's operation without the consent of that machine's owner or user. In simpler terms, spyware is a type of program that watches what users do with their computer and then sends that information over the internet.

Experian Independent Third Party Assessment Program	The Experian Independent 3rd Party Assessment is an annual assessment of an Experian LexisNexis' ability to protect the information they purchase from Experian. EI3PA SM requires an evaluation of a LexisNexis' information security by an independent assessor, based on requirements provided by Experian. EI3PA SM also establishes quarterly scans of networks for vulnerabilities.
ISO 27001 /27002	IS 27001 is the specification for an ISMS, an Information Security Management System (it replaced the old BS7799-2 standard) The ISO 27002 standard is the rename of the ISO 17799 standard, and is a code of practice for information security. It basically outlines hundreds of potential controls and control mechanisms, which may be implemented, in theory, subject to the guidance provided within ISO 27001.
PCI DSS	The Payment Card Industry Data Security Standard (PCI DSS) is a proprietary information security standard for organizations that handle cardholder information for the major debit, credit, prepaid, e-purse, ATM, and POS cards.
SSAE 16 SOC 2, SOC3	Statement on Standards for Attestation Engagements (SSAE) No. 1 SOC 2 Report on Controls Related to Security, Availability, Processing Integrity, Confidentiality, and Privacy. The SOC 3 Report , just like SOC 2, is based upon the same controls as SOC 2, the difference being that a SOC 3 Report does not detail the testing performed (it is meant to be used as marketing material).
FISMA	The Federal Information Security Management Act (FISMA) is United States legislation that defines a comprehensive framework to protect government information, operations and assets against natural or man-made threats. FISMA was signed into law part of the Electronic Government Act of 2002.
CAI /CCM	Cloud Security Alliance Consensus Assessments Initiative (CAI) was launched to perform research, create tools and create industry partnerships to enable cloud computing assessments. The Cloud Security Alliance Cloud Controls Matrix (CCM) is specifically designed to provide fundamental security principles to guide cloud vendors and to assist prospective cloud customers in assessing the overall security risk of a cloud provider.

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