



Contract Number

21-446

SAP Number

Innovation and Technology Department

Department Contract Representative Adrian Danczyk
Telephone Number 909-388-0534

Contractor	<u>MaxMind, Inc.</u>
Contractor Representative	<u>Jacob Wahl</u>
Telephone Number	<u>(617) 500-4493</u>
Contract Term	<u>6/8/21-6/7/26</u>
Original Contract Amount	<u>Non-Financial</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>Non-Financial</u>
Cost Center	<u>N/A</u>

Briefly describe the general nature of the contract:

End User License Agreement with MaxMind, Inc. to purchase future database subscription services for the period of June 8, 2021, through June 7, 2026.

FOR COUNTY USE ONLY

Approved as to Legal Form

► Bonnie Uphold
Bonnie Uphold, Deputy County Counsel

Date 5-27-21

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► _____

Date _____



MaxMind End User License Agreement

Agreements

Site License Overview
EULA
Terms of Use
Privacy Policy
GeoLite2 Commercial Redistribution License

Products

minFraud Services
GeoIP2 Anonymous IP Database
GeoIP2 Enterprise Database
GeoIP2 Precision Web Services
GeoIP2 Databases
GeoLite2 Free Geolocation Data

MaxMind End-User License (December 17, 2020)

By clicking on the words "I Agree" below, you agree that your use of the MaxMind, Inc. ("MaxMind") products and services (collectively, the "Services") is subject to the terms and conditions set forth in this MaxMind End User License Agreement (this "Agreement").

1. ADDITIONAL POLICIES.

The following policies are incorporated into this Agreement by reference and provide additional terms and conditions related to the use of the Website and the Services:

- MaxMind Data Processing Addendum (the "Addendum")
- MaxMind Invoicing and Vendor Portal Policy
- minFraud Service Terms of Use
- MaxMind Privacy Policy
- MaxMind Website Terms of Use

This Agreement controls in the event of any conflict with the above-referenced policies except as otherwise provided in Section 9 (Personal Data).

2. DEFINITIONS.

- "GeoIP Databases" refers to MaxMind's line of database services and products that provide geographic information and other data associated with specific Internet protocol addresses (each a "GeoIP Database" and collectively the "GeoIP Databases"). The data available through the GeoIP Databases is referred to in this Agreement as the "GeoIP Data".
- "minFraud Service" refers to the service offered by MaxMind that uses MaxMind proprietary data combined with recognized fraud risks to help merchants identify potentially fraudulent online transactions.
- "GeoIP2 Precision Service" refers to the service offered by MaxMind that uses MaxMind proprietary data to provide geolocation and other information associated with an IP address.
- "Services" as used in this Agreement encompasses the GeoIP Databases and the GeoIP Data therein, the minFraud Services and the GeoIP2 Precision Services.
- "Web Services" refers to the minFraud Service and the GeoIP2 Precision Service. The GeoIP Databases are not "Web Services." Unless otherwise specified, all references to the Services in this Agreement include the Web Services.
- "Geolocation Functionality" includes, but is not limited to, the distribution of content based on geographic location, any ability to view the GeoIP Data, any ability to view or access graphical or textual representations of the GeoIP data, and any ability to initiate queries to the GeoIP Databases directly or via your commercial product/service.
- a "ShopID" is an input for a query to the minFraud Service. The ShopID is your internal identification code or name for the shop, affiliate, merchant, or customer that is the source of the online transaction for which the minFraud Service is being queried.
- "Internal Restricted Business Purpose(s)" means the uses of the GeoIP Data solely for content customization, fraud prevention, and geographic reporting provided that "Internal Restricted Business Purposes" does not include:
 - providing Geolocation Functionality to applications or online platforms if users other than you can access or use the Geolocation Functionality for their own purposes or benefit (e.g., you may use Geolocation Functionality to customize and target your own ads for your own products and

services, surveys, and other content but may not use Geolocation Functionality in connection with a service that customizes or targets any content on behalf of your customers, users, or any third party);

- ii. using GeoIP Data in the models or decision-making process for a fraud-detection or similar service offered to third parties, regardless of whether end users of the service and other third parties are able to view or otherwise access the GeoIP Data;
 - iii. sharing the GeoIP Data with third parties. As an illustration, restrictions on sharing GeoIP Data include, but are not limited to, (X) displaying geolocation pairing information (meaning displaying an IP address along with its geographic origination such as "this IP address, XXX.XX.XX.XX, originates from New York City, NY, USA"); and (Y) displaying GeoIP Data in an aggregated format such as "1000 IP addresses originated in New York City" or
 - iv. using the GeoIP2 Anonymous IP Database or the GeoIP Data therein for any purpose unrelated to detecting security incidents or protecting against malicious, deceptive, fraudulent, or illegal activity.
- i. "Website" refers to MaxMind's website, www.maxmind.com.

3. LIMITED GRANT OF RIGHTS.

Subject to the terms and conditions of this Agreement, MaxMind hereby grants you a non-exclusive, non-transferable, limited license to do the following with the Services you have purchased:

- a. You may access and use the Services for your own Internal Restricted Business Purposes.
- b. You may use the Web Services (but not the GeoIP Databases) to provide Geolocation Functionality for applications or products, even if such applications or products are accessible to parties other than you or your employees (Note: You may use the GeoIP Databases or GeoIP Data to provide Geolocation Functionality for applications or products only if those applications and products are accessible only to you and your employees.)
- c. You may sublicense the Web Services (but not the GeoIP Databases) to your customers provided that (i) all use by you and your customers of the Web Services complies with the terms and restrictions set forth in this Agreement (including the minFraud Service Terms of Use, if applicable) and (ii) any query to the minFraud Service made by you, or on behalf of your customer, includes a ShopID as an input field.

You agree to use the Services and products only in a manner that is consistent with applicable laws. You understand and agree that (i) MaxMind does not guarantee the accuracy of the GeoIP Databases or GeoIP Data; and (ii) you are solely responsible for the legality of your use and receipt of the Services.

4. RESTRICTIONS.

- a. General. You may not, nor may you permit others to:

- i. copy any portion of the Services except as reasonably required for using the Services as permitted in this Agreement;
- ii. allow anyone other than yourself or your employees to access the Services, or any portion thereof, without MaxMind's express written permission or except as expressly permitted in this Agreement;
- iii. use the Services to develop a database, infobase, or similar database service, or other information resource in any media (print, electronic, or otherwise, now existing or developed in the future) for sale to, distribution to, display to, or use by others;
- iv. except as explicitly permitted hereunder for your use of the Web Services, create compilations or derivative works of the Services for any purpose other than your own Internal Restricted Business Purposes;
- v. use the Services in any manner that is beyond the scope of the rights granted in this Agreement;
- vi. except as explicitly permitted hereunder for your use of the Web Services, store in a retrieval system accessible to the public, transfer, publish, distribute, display to others, broadcast, sell, or sublicense the Services, or any portion thereof;
- vii. remove or obscure any copyright notice or other notice or terms of use contained in the Services;

- viii. use the Services to create or otherwise support the transmission of unsolicited, commercial email;
 - ix. remove, disable, avoid, circumvent, or defeat any functionality in the Services designed to limit or control access to or use of the Services;
 - x. except for your use of the Web Services as permitted hereunder, use the Services to provide Geolocation Functionality for applications or products accessible to anyone other than you or your employees; or
 - xi. use the Services for the purpose of identifying or locating a specific individual or household.
- b. Disclosure of GeoIP Database and GeoIP Data. you will not disclose the GeoIP Databases or GeoIP Data to any third party except as explicitly permitted by this Agreement or after notifying MaxMind of the anticipated disclosure and obtaining MaxMind's prior written consent to the disclosure. To the extent you disclose the GeoIP Databases or GeoIP Data to a third party as permitted by this Agreement, you will impose upon the third party the same or substantially similar contractual duties imposed on you and the rights provided to MaxMind as in this Agreement, including those in Section 3 (Limited Grant Of Rights), Section 4 (Restrictions), and the Addendum. You are responsible for the acts or omissions of any third parties with which you share the GeoIP Databases or GeoIP Data.
- c. Destruction of GeoIP Database and GeoIP Data. From time to time, MaxMind will release an updated version of the GeoIP Databases, and you agree to promptly use the updated version of the GeoIP Databases. You shall cease use of and destroy (i) any old versions of the GeoIP Databases and GeoIP Data within thirty (30) days following the release of the updated GeoIP Databases; and (ii) all GeoIP Databases and GeoIP Data immediately upon termination of the license under this Agreement. Upon request, you shall provide MaxMind with written confirmation of such destruction.
- d. FCRA In addition, the parties understand and agree that MaxMind is not a consumer reporting agency as defined by the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq. ("FCRA"), and that the Services do not constitute "consumer reports" as defined in the FCRA. You understand that any information you provide to MaxMind in order to use the Services has not been collected by MaxMind for credit purposes and is not intended to be indicative of any consumer's credit worthiness, credit standing, credit capacity, or other characteristics listed in Section 603(d) of the FCRA. You agree that you will not use the Services or any information received through the Services in whole or in part (i) as a factor in establishing a consumer's eligibility for credit, (ii) as a factor in establishing a consumer's eligibility for insurance, (iii) for employment purposes, (iv) in connection with a determination of an individual's eligibility for a license or other benefit granted by a governmental authority, or (v) in connection with any permissible purpose as defined by the FCRA. Any use of the Services by you in violation of this paragraph shall also constitute an unacceptable use.

5. ACCURACY EXPECTATION: NO USE OF THE GEOIP DATA OR GEOIP2 PRECISION SERVICES FOR IDENTIFYING SPECIFIC HOUSEHOLDS OR INDIVIDUALS.

Due to the nature of geolocation technology and other factors beyond its control, MaxMind cannot and does not guarantee the accuracy of the Services. The GeoIP Databases and GeoIP2 Precision Services contain only the geographic data available and the availability of such data is not consistent for all regions. Furthermore, none of the Services reliably identifies any geographic level or division more precise than the zip code or postal code associated with an IP address. Accordingly, it is imperative that MaxMind's customers not rely on the GeoIP Data or GeoIP2 Precision Services to identify a specific household, individual, or street address. You acknowledge the foregoing limitation of the Services and you will not use or encourage others to use the Services for the purpose of identifying or locating a specific household, individual, or street address.

6. NON-DISCLOSURE OF MINFRAUD SERVICE OUTPUTS.

Except as explicitly provided in this Agreement, you may not, nor may you permit others to, disclose to any customer or other third party any output returned by the minFraud Service (e.g., such response values as the riskScore, proxyScore or proxy score, IP Risk Score, subscores, high risk flags), recognizing that the confidentiality of such information is vital to the performance of the minFraud service. Disclosure of such information shall be considered a material breach of this Agreement. For the removal of doubt, you may provide outputs returned by the minFraud Service to customers to whom you have sublicensed the minFraud Service, but you may not provide any minFraud Service outputs to any individual whose transaction was evaluated by the minFraud Service.

7. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS.

You acknowledge and agree that MaxMind's trade secrets include the Services. You further acknowledge and agree that (a) all intellectual property rights including copyrights, moral rights, trademarks, trade secrets, and proprietary rights to the Services are exclusively owned by MaxMind and (b) you obtain no right, title, or interest therein. You hereby assign to MaxMind all copyrights, intellectual property rights, and any other proprietary or property rights or interests in and to any work created in violation of this Agreement.

MaxMind's successful maintenance and operation of the Services require that it store, retain, and utilize data that is submitted to it by customers who use the Services. Accordingly, and to the extent that any data submitted to MaxMind by you is protectable by copyright, moral rights, or any similar intellectual property laws in any jurisdiction, you hereby assign and agree to assign to MaxMind all right, title, and interest in and to such data and/or the aggregated product of such data. To the extent that you are legally or contractually unable to assign the foregoing rights of ownership, then you hereby grant to MaxMind a fully paid-up, worldwide, perpetual, irrevocable license to use, copy, distribute, make derivative works, and otherwise commercially exploit all such data in connection with MaxMind's business. Notwithstanding the foregoing, MaxMind shall comply with the terms of its own Privacy Policy in place at the time of submission of any data to MaxMind.

8. CONFIDENTIAL INFORMATION

- a. "Confidential Information" includes all confidential and proprietary information or material disclosed by you or MaxMind (the "Disclosing Party") to the other party (the "Receiving Party") from which the Disclosing Party derives actual or potential economic value, and which is clearly marked or verbally identified at the time of disclosure as "Confidential" or is disclosed or learned under circumstances that would lead a reasonable person to conclude that the information was confidential. Confidential Information shall not include information that: (i) is or becomes publicly known through no act or omission of the Receiving Party; (ii) was in the Receiving Party's lawful possession before being disclosed to the Receiving Party by the Disclosing Party; (iii) is lawfully disclosed to the Receiving Party by any other third party not bound by any confidentiality obligation with respect to such information; or (iv) is independently developed by the Receiving Party.
- b. The parties acknowledge that each party may have access to Confidential Information of the other party. Each party shall use reasonable care to protect the Confidential Information of the other party. In that regard, each party shall restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required to exercise its rights and fulfill its obligations under this Agreement and only if such persons are subject to nondisclosure restrictions at least as protective as those set forth in this Agreement. Neither party shall, without prior written approval of the other party, use for such party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any Confidential Information. The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under applicable law, rule or order, provided that the Receiving Party, where reasonably practicable and to the extent legally permissible, provides the Disclosing Party with prior written notice of the required disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy, and provided further that the Receiving Party discloses no more Confidential Information of the Disclosing Party than is reasonably necessary in order to respond to the required disclosure.

9. PERSONAL DATA.

The parties hereby agree to and incorporate by reference the Addendum, which shall apply to the extent the parties process any Personal Information (as defined in the Addendum) in connection with your use of the Services. The provisions of the Addendum relating to the processing of Personal Information (as defined in the Addendum) shall control over any conflicting provisions elsewhere in this Agreement. For the removal of doubt, the Addendum is subject to the limitations of liability set forth in this Agreement.

10. SECURITY.

You will maintain reasonable and appropriate technical and organizational measures for the protection of the security, confidentiality, and integrity of any information you receive from MaxMind including without limitation, from the Services (including protection against unauthorized or unlawful processing and against accidental or unlawful destruction, loss, or alteration or damage, unauthorized disclosure of, or access to, such data). In the event you discover a data incident involving any such information, you shall promptly notify MaxMind and fully cooperate with MaxMind, at your own expense, in

remediating the incident. You are responsible for all activities that occur under your password, license key, and similar mechanisms for account access (collectively "Passwords"), and shall keep your Passwords confidential.

11. INDEMNIFICATION.

You will indemnify and hold MaxMind and its affiliates harmless from and against any and all claims, causes of action, liabilities, penalties, costs or expenses (including reasonable attorney's fees) incurred by MaxMind or any affiliate thereof as a result of your breach of any of the terms of this Agreement, including the Addendum.

12. FEES.

MaxMind's current fee schedule for using the Services is posted on the Website. Unless MaxMind has agreed in writing to alternative fees for your account, the fees posted on the Website shall apply to your use of the Services. You are responsible for paying all fees associated with your use of the Services. Unless MaxMind implements special billing arrangements for your account, payment for all services is due in advance.

13. APPLICATION PROGRAM INTERFACES (APIs)

MaxMind may facilitate your access to certain application program interfaces ("APIs") for use with the Services. Some APIs may have been developed by third parties. MaxMind and you acknowledge that the APIs are not Services as defined in this Agreement and that MaxMind does not provide any warranties for the APIs. Any copying, implementation, or other use of any APIs provided to you by MaxMind is subject to the license terms distributed with such APIs or their associated software or documentation.

14. CHANGES TO THE AGREEMENT/TERMINATION.

- a. MaxMind may amend this Agreement at any time. Any such amendment(s) shall be binding and effective upon the earlier of (i) the date that is thirty (30) days after the posting of the amended Agreement on the Website or (ii) the date that MaxMind provides notice to you of the amended Agreement, except that changes to charges and payment terms may be made only upon 30 days' prior written notice to you. You may immediately terminate this Agreement upon written notice to MaxMind if a change is unacceptable to you. Your continued use of the Services following notice to you of a change shall constitute your acceptance of the change.
- b. If you find it convenient to employ your standard form(s) of purchase order or similar form in administering the terms of this Agreement, you may do so, but none of the terms and/or conditions printed or otherwise appearing or referenced on such form will be applicable to or shall modify or change your rights or obligations hereunder except for those terms and conditions concerning specific details with respect to matters such as date, location, and quantity provided that such terms and conditions are not inconsistent with the terms and conditions set forth in this Agreement. MaxMind reserves the right to reject any purchase order or similar form which, in MaxMind's reasonable judgment, creates any ambiguity concerning which terms are applicable to this Agreement.
- c. This Agreement shall terminate immediately if, within the reasonable judgment of MaxMind, you materially breach any material term or condition of this Agreement and fail to remedy the breach within ten (10) days of receipt of written notice thereof stating MaxMind's intent to terminate upon non-cure of the breach. MaxMind may immediately terminate this Agreement if MaxMind reasonably believes that terminating this Agreement is necessary for MaxMind to comply with any legal obligation. Your failure to comply with the Restrictions is a breach of a material term of this Agreement.

15. NO CONSEQUENTIAL DAMAGES/LIMITATION ON LIABILITY.

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL MAXMIND OR ANY RELATED PARTY OR SUPPLIER BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, OR DATA, THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE USE OF OR THE INABILITY TO ACCESS AND USE THE SERVICES, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE, OR OTHERWISE EVEN IF MAXMIND HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. THE TOTAL LIABILITY OF MAXMIND, IN CONNECTION WITH THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU, IF ANY, UNDER THIS AGREEMENT DURING THE TWELVE MONTHS

IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. YOU HEREBY RELEASE MAXMIND AND ITS AFFILIATES FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION.

16. NO WARRANTIES/AVAILABILITY.

MAXMIND FURNISHES THE SERVICES ON AN AS-IS, AS-AVAILABLE BASIS. MAXMIND MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THEIR CAPABILITY, ACCURACY, OR COMPLETENESS. ALL WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS ARE EXPRESSLY DISCLAIMED. FURTHERMORE, SINCE AVAILABILITY OF SERVICES OFFERED THROUGH THE WEBSITE IS DEPENDENT UPON MANY FACTORS BEYOND MAXMIND'S CONTROL, MAXMIND DOES NOT GUARANTEE THE UNINTERRUPTED AVAILABILITY OF ANY SUCH SERVICES. ANY SUCH SERVICES MAY BE INOPERATIVE AND/OR UNAVAILABLE DUE TO TECHNICAL DIFFICULTIES OR FOR MAINTENANCE PURPOSES, AT ANY TIME AND WITHOUT NOTICE. WHILE MAXMIND DOES NOT WARRANT THAT THE MAXMIND WEBSITE IS FREE OF HARMFUL COMPONENTS, MAXMIND SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MAINTAIN THE WEBSITE FREE OF VIRUSES AND MALICIOUS CODE.

17. GOVERNING LAW.

This Agreement shall be governed and interpreted pursuant to the laws of the Commonwealth of Massachusetts, applicable to contracts made and to be performed wholly in Massachusetts, without regard to principles of conflicts of laws. You specifically consent to personal jurisdiction in Massachusetts in connection with any dispute between you and MaxMind arising out of this Agreement. You agree that the exclusive venue for any dispute hereunder shall be in the state and federal courts in Boston, Massachusetts. This Agreement shall be construed and interpreted in English, and any translation hereof to a language other than English shall be for convenience only.

18. NOTICES.

Notices given under this Agreement shall be in writing and sent by email, or by first class mail or equivalent. MaxMind shall direct notice to you at the email address or physical mailing address you provided in the registration process. You shall direct notice to MaxMind at the following address:

Email: legal@maxmind.com

MaxMind, Inc.
14 Spring Street, Suite 3
Waltham, MA 02451
U.S.A.

Notices relating to Data Incidents (as defined in the Addendum) should be sent to:
alert@maxmind.com

Either party may change its notice contact information at any time by giving notice of the new contact information as provided in this section.

19. COMPLETE AGREEMENT.

This Agreement (which includes the Additional Policies referenced in Section 1 and incorporated herein) represents the entire agreement between you and MaxMind with respect to the subject matter hereof and supersedes all previous representations, understandings, or agreements, oral and written, between the parties regarding the subject matter hereof.

20. ASSIGNMENT.

You may not assign this Agreement without MaxMind's prior written consent. MaxMind may assign its rights and obligations under this Agreement without your consent.

21. SEVERABILITY.

Should any provision of this Agreement be held void, invalid, or inoperative, such decision shall not affect any other provision hereof, and the remainder of this Agreement shall be effective as though such void, invalid, or inoperative provision had not been contained herein.

MaxMind, GeoIP, minFraud, and related trademarks belong to MaxMind, Inc.



PRODUCTS

[minFraud Services](#)

[GeoIP2 Anonymous IP Database](#)

[GeoIP2 Enterprise Database](#)

[GeoIP2 Precision Web Services](#)

[GeoIP2 Databases](#)

[GeoLite2 Free Geolocation Data](#)

SUPPORT

[Support Center](#)

[System Status](#)

[Frequently Asked Questions](#)

[GeoIP Data Correction Request](#)

[Do Not Sell My Personal Information](#)

[Notice of Collection](#)

DEVELOPERS

[Dev Center](#)

[minFraud](#)

[GeoIP](#)

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COMPANY

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[Commitment to Security](#)

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[Contact Us](#)

MaxMind Data Processing Addendum

(Revised September 2020)

This Data Processing Addendum (“Addendum”) is referenced by and integrated into the MaxMind End User License Agreement, Reseller Agreement, OEM Agreement or GeoLite2 End User License Agreement (“Agreement”) entered into by and between MaxMind, Inc. (“MaxMind”) and the customer defined therein as “you,” “Licensee,” or “Reseller” (“you”). MaxMind and you are sometimes referenced in this Addendum individually as a “party” and collectively, as the “parties”.

This Addendum applies to the processing of Personal Information in connection with your use of the Services. Except to the extent otherwise expressly set forth in this Addendum, this Addendum is governed by the terms and conditions of the Agreement in which it is referenced. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement. For purposes of this Addendum, the term “end users” includes, without limitation, your customers and their end users, as applicable. By agreeing to the Agreement, you acknowledge having read this Addendum and agree to be bound by its terms. MaxMind may revise this Addendum as necessary to address changes to Applicable Data Protection Law or MaxMind policies, and such changes shall be binding and effective upon the earlier of (i) the date that is thirty (30) days after the posting of the revised Addendum or (ii) the date that MaxMind provides notice to you of the revised Addendum.

1. Definitions.

a. “Applicable Data Protection Law” means (i) the UK Data Protection Act 2018; (ii) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (“GDPR”); (iii) the California Consumer Privacy Act of 2018, California Civil Code § 1798.100 *et seq.* (“CCPA”); and (iv) any other data protection laws, rules, regulations, self-regulatory guidelines, or implementing legislation applicable to a party’s provision or use of the Services.

b. “controller,” “business,” “processor,” “service provider,” “data subject,” “consumer,” “processing,” “sale,” “sell,” and “supervisory authority” (or any of the equivalent terms) each have the meaning set forth under Applicable Data Protection Law.

c. “Personal Information” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, data subject, or household or is defined as “personally identifiable information,” “personal information,” “personal data,” or similar term under Applicable Data Protection Law.

d. “Controller to Processor Standard Clauses” means the standard clauses for the transfer of personal data to processors established in third countries approved by the European

Commission from time to time, the approved version of which in force at present is that set out in the European Commission's Decision 2010/87/EU of 5 February 2010.

e. “Controller to Controller Standard Clauses” means the standard clauses for the transfer of personal data to controllers established in third countries approved by the European Commission from time to time, the approved version of which in force at present is that set out in the European Commission's Decision 2004/915/EC of 27 December 2004.

f. “Subprocessors” means subcontractors of MaxMind, which process Personal Information on behalf of MaxMind in connection with your use of the Services.

2. Processing of Personal Information You Provide.

a. Acknowledgement. You acknowledge and agree that MaxMind will process Personal Information that you provide to MaxMind in connection with your use of the Services, including in the United States and other countries in which MaxMind or its service providers maintain facilities.

b. MaxMind as a Processor or Service Provider. MaxMind processes Personal Information provided by you as a processor or service provider on your behalf. You are the controller or business which determines which Personal Information is relevant, and based on that analysis you instruct MaxMind on how to process Personal Information. Where MaxMind acts as a processor or service provider on your behalf, the parties will comply with the obligations set out in Section 3 below. For transfers of Personal Information from the European Economic Area, Switzerland, or the United Kingdom to MaxMind as a processor, the parties hereby enter into the Controller to Processor Standard Clauses set out at: <https://www.maxmind.com/scc-processor-to-controller.pdf>.

c. MaxMind as a Controller or Business. In some circumstances, MaxMind processes Personal Information provided by you as an independent controller or business. For example, MaxMind processes and aggregates some of the Personal Information provided by you with data received from other sources (including other licensees) in order to improve the Services and provide you and other licensees with licensed data, more accurate information, robust risk score information, and the ability to flag potentially fraudulent activity, as applicable. Even after you stop using the Services, MaxMind will retain the Personal Information where it has a lawful basis, including for purposes of MaxMind's own legitimate interests of continuing to provide services for all licensees, complying with its legal obligations, resolving disputes, and enforcing its agreements. Where MaxMind acts as an independent controller or business, you shall also be an independent controller or business, and each party shall be individually responsible for its own processing of the Personal Information and compliance with Applicable Data Protection Law. In the event that MaxMind's receipt of Personal Information from you is deemed a sale under the CCPA, you will ensure that you comply with your obligations as a business under the CCPA. For transfers of Personal Information from the European Economic Area, Switzerland, or the United Kingdom to MaxMind as a controller, the parties hereby enter into the Controller to Controller Standard Clauses set out at <https://www.maxmind.com/scc-controller-to-controller.pdf>, for the

purposes of which you shall be the “data exporter” and MaxMind shall be the “data importer”.

d. Website. To the extent you provide Personal Information through MaxMind’s website (including in connection with correction requests), MaxMind will process the Personal Information in accordance with MaxMind’s privacy policy available at <https://www.maxmind.com/en/privacy-policy>.

3. Processing of Personal Information You Receive. You acknowledge and agree that you may receive Personal Information from MaxMind in connection with your use of the Services, and that such information may relate to data subjects or consumers across jurisdictions (including from the European Economic Area, Switzerland, and the United Kingdom). For example, GeoIP Databases or GeoIP Data licensed to you may include Personal Information. Where you receive Personal Information from MaxMind, you agree that you will only process the Personal Information for the purposes set forth in the Agreement and in accordance with Applicable Data Protection Law. MaxMind and you are each an independent controller or business with respect to the Personal Information, and each party shall be individually responsible for its own processing of the Personal Information and compliance with Applicable Data Protection Law. In the event that your receipt of the Personal Information is deemed a sale under the CCPA and you receive a “Do Not Sell” request from a consumer (whether directly from the consumer or relayed by MaxMind), you shall promptly cease any further use or sale of the applicable consumer’s Personal Information upon your receipt of such request. You shall provide MaxMind with all assistance necessary for MaxMind to address any data subject or consumer rights or regulatory requests under Applicable Data Protection Law. For transfers of Personal Information from the European Economic Area, Switzerland, or the United Kingdom to you as a controller, the parties hereby enter into the Controller to Controller Standard Clauses set out at <https://www.maxmind.com/scc-controller-to-controller.pdf>, for the purposes of which you shall be the “data importer” and MaxMind shall be the “data exporter.”

4. Your Obligations. MaxMind requires, and you hereby represent and warrant, that (i) you have provided any legally required notices and choice, and have a lawful basis for your sharing, transmission, and processing of Personal Information from, with, to, and by MaxMind; (ii) you have complied with all data transfer requirements of any applicable jurisdictions, and any data transfers pursuant to this Addendum will not cause MaxMind to be in breach of Applicable Data Protection Law; and (iii) any Personal Information provided by you has not been collected, stored, or transferred to MaxMind in violation of any law, regulation, or contractual obligation applicable to you. You agree to maintain a privacy policy that complies with Applicable Data Protection Law and disclose your data practices relating to your use of the Services, provided that you shall not be required to expressly identify MaxMind unless otherwise required by Applicable Data Protection Law. You shall not make any representations or warranties to your end users contrary to the terms and conditions in the Agreement. Without limiting the preceding sentence, if you make any representation or warranty to your end users contrary to the terms and conditions in the Agreement, you shall be solely and exclusively responsible for such representation or warranty to the extent such representation or warranty differs from those in the Agreement and MaxMind shall have no liability for any such representation or warranty. As between MaxMind and you, you are

responsible for all acts and omissions of your end users in connection with their processing of Personal Information, and you will reasonably cooperate with MaxMind in connection with any prohibited activities of any end user in connection with the Services. You will promptly notify MaxMind if you become aware of any such prohibited activities. In the event that the Controller to Controller Standard Clauses or Controller to Processor Standard Clauses are invalidated by a competent governmental authority, you will work with MaxMind to find an alternative legal basis for the transfer and continued processing of Personal Information in compliance with Applicable Data Protection Law, and you will cease processing Personal Information in the event no such basis is found or agreed upon by MaxMind.

5. Liability. To the maximum extent permitted by applicable law, each party's liability is subject to the disclaimers, limitations of liability, and indemnification obligations in the Agreement.

6. Terms Applicable to MaxMind as a Processor or Service Provider.

a. Application. When MaxMind processes Personal Information you provide as a processor or service provider on your behalf (and not when MaxMind processes Personal Information as a controller or business), the terms in this Section 6 shall apply.

b. Instructions. You hereby instruct MaxMind to process Personal Information for the following purposes: (i) processing in accordance with the Agreement; (ii) processing initiated by your end users in their use of the Services; and (iii) processing to comply with other documented reasonable instructions provided by you (e.g., via email) where such instructions are consistent with the terms of the Agreement. MaxMind shall process the Personal Information only on documented instructions from you, unless required to do otherwise by applicable law to which MaxMind is subject; in such a case, MaxMind shall inform you of that legal requirement before processing the Personal Information, unless that law prohibits such disclosure on important grounds of public interest. The Agreement constitutes your complete and final documented instructions, and any additional or alternate instructions must be agreed upon separately. Where MaxMind follows your instructions, you will ensure that your instructions will not cause MaxMind to violate any applicable laws, rules, or regulations, or contractual obligations.

c. Subject Matter, Duration, Data Subjects, and Types.

i. The subject matter of the processing is the performance of the Services to you pursuant to the Agreement.

ii. The duration of the processing is for the duration of the Agreement except where otherwise required by applicable law or legal obligation, or for MaxMind to protect its rights or those of a third party.

iii. The categories of data subjects or consumers about whom MaxMind processes Personal Information are determined and controlled by you, in your sole discretion, which may include, but are not limited to, your end users.

iv. The types of Personal Information are determined and controlled by you, in your sole discretion, which may include, but are not limited to, IP address, email address, username and password, billing and shipping address, phone number, and transaction information.

d. CCPA. For any Personal Information subject to the CCPA, MaxMind shall not: (i) sell the Personal Information; (ii) retain, use, or disclose the Personal Information for any purpose other than for the specific purpose of performing the Services; (iii) retain, use, or disclose the Personal Information for a commercial purpose other than providing the Services; or (iv) retain, use, or disclose the information outside of the direct business relationship between MaxMind and you. MaxMind certifies that it understands these restrictions and will comply with them.

e. Subprocessors.

i. You hereby provide MaxMind with general written authorization to engage Subprocessors to assist in the performance of the Services. MaxMind shall enter into a written agreement with each Subprocessor containing data protection obligations no less protective than those in this Addendum with respect to the protection of Personal Information to the extent applicable to the services provided by the Subprocessor. MaxMind shall be liable for the acts and omissions of its Subprocessors to the same extent MaxMind would be liable if performing the services of each Subprocessor directly under the terms of the Agreement.

ii. MaxMind shall make available to you a current list of Subprocessors for the Services upon your written request. You may also make a written request that MaxMind notify you of any new Subprocessors. If you make such written request, MaxMind shall provide notification of new Subprocessors before authorizing any new Subprocessors to process Personal Information in connection with MaxMind's provision of the Services to you. You may object to MaxMind's use of a new Subprocessor by notifying MaxMind promptly in writing within ten (10) business days after receipt of MaxMind's notice. In the event you object to a new Subprocessor, MaxMind will use reasonable efforts to make available to you a change in the Services or recommend a commercially reasonable change to your configuration or use of the Services to avoid processing of the Personal Information by the objected-to new Subprocessors without unreasonably burdening you. If MaxMind is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, you may terminate the applicable Services which cannot be provided by MaxMind without the use of the objected-to new Subprocessor by providing written notice to MaxMind. MaxMind will refund you any prepaid fees covering the remainder of the term following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on you.

f. Requests. MaxMind shall, to the extent legally permitted, promptly notify you if MaxMind receives a request from a data subject or consumer to exercise their rights under Applicable Data Protection Law ("Request"). Taking into account the nature of the processing, MaxMind shall use commercially reasonable efforts to assist you in the fulfillment of your obligation to respond to the Request. To the extent legally permitted, you shall be responsible for any costs arising from MaxMind's provision of such assistance. You acknowledge and agree that

MaxMind may not be able to fulfill a Request where to do so would violate laws applicable to MaxMind, would interfere with MaxMind's ability to meet legal obligations or protect its rights or those of a third party, or would prevent MaxMind from continuing to process Personal Information where it has a legitimate interest in doing so.

g. Data Protection Impact Assessments. MaxMind shall provide you with reasonable cooperation and assistance as needed and appropriate to fulfill your obligations under Applicable Data Protection Law to carry out a data protection impact assessment related to your use of the Services, to the extent you do not otherwise have access to the relevant information, and to the extent such information is available to MaxMind. MaxMind shall provide reasonable assistance to you in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating the data protection impact assessment, to the extent required under Applicable Data Protection Law. To the extent legally permitted, you shall be responsible for any costs arising from MaxMind's provision of such assistance.

h. Audit. Subject to the confidentiality provisions set forth in the Agreement, you may make a written request at reasonable intervals that MaxMind make available to you a copy of MaxMind's then most recent third party audit with respect to its privacy and data protection practices, as applicable. If following MaxMind's delivery of such report you wish further information necessary to demonstrate MaxMind's compliance with its obligations as a processor or service provider, then MaxMind agrees at the written request from you to submit, to the extent reasonably possible, any facilities where it processes Personal Information on behalf of you for audit to ascertain compliance. Such audit shall be carried out upon the reasonable request of you, with reasonable notice, at reasonable intervals (no greater than once per year), during normal business hours, and subject to the confidentiality provisions set forth in the Agreement. You are responsible for and shall reimburse MaxMind for any expenses associated with the audit. You must receive written approval from MaxMind, at MaxMind's own discretion, before using any third party auditor, and such third party auditor must submit to a duty of confidentiality with respect to the audit.

i. Security. MaxMind shall maintain appropriate technical and organizational measures for the protection of the security, confidentiality, and integrity of Personal Information (including protection against unauthorized or unlawful processing and against accidental or unlawful destruction, loss, or alteration or damage, unauthorized disclosure of, or access to, Personal Information). MaxMind regularly monitors compliance with these measures. MaxMind will not materially decrease the overall security of the Services during its provision of the Services pursuant to the Agreement. MaxMind shall ensure that persons authorized to carry out processing have committed themselves to confidentiality or are under the appropriate statutory obligation of confidentiality.

j. Incident Management and Notification. MaxMind maintains security incident management policies and procedures and shall notify you without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Information transmitted, stored, or otherwise processed by MaxMind on behalf

of you (a "Data Incident"). MaxMind shall make reasonable efforts to identify the cause of such Data Incident and take steps as MaxMind deems necessary and reasonable in order to remediate the cause of such a Data Incident to the extent the remediation is within MaxMind's reasonable control. MaxMind shall have no responsibility to you for Data Incidents caused by you or your end users.

k. Return and Deletion. Upon your written request, MaxMind will return or delete Personal Information processed by MaxMind on behalf of you. MaxMind may retain Personal Information where necessary for MaxMind to comply with applicable law or legal obligations, or to protect its rights or those of a third party.

INVOICING AND VENDOR PORTAL POLICY **(December 17, 2020)**

This Invoicing and Vendor Portal Policy (the “Invoicing Policy”) is referenced by and integrated into the MaxMind End User License Agreement (“Agreement”) entered into by and between MaxMind, Inc. (“MaxMind”) and various licensees (each referenced to as “You”). Except to the extent otherwise expressly set forth in this Invoicing Policy, this Invoicing Policy is governed by the terms and conditions of the Agreement in which it is referenced. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement.

1. GENERAL

You may pay any amounts due under the Agreement through MaxMind’s online checkout system which is available through your MaxMind account portal. All payments made through the online checkout system must be made in advance. MaxMind’s online checkout system accepts Visa, MasterCard, American Express, Discover and PayPal. Receipts for payments made through the online checkout system will be available to you in the account portal after processing.

If you would prefer to receive an invoice or to use the Ariba Network or Coupa vendor portals and your order meets the minimum requirements described in Section 2(a) (Minimum Purchase), you can provide that information as part of the onboarding process when you create your MaxMind account. Following the onboarding process, if you want to switch to invoicing or using a vendor portal, please email sales@maxmind.com.

If you are tax exempt, please send a completed exemption certificate to: tax-exemptions@maxmind.com.

2. ELIGIBILITY

(a) Minimum Purchase.

MaxMind will only issue you an invoice or participate in a vendor portal if your purchase meets the following minimums:

- (1) You are purchasing a minimum of 12 months of updates for a GeoIP Database, or
- (2) You are purchasing a minimum of \$500 United States Dollars of Web Service queries.

For any transaction that does not meet one of these minimums, you will need to pay through MaxMind’s online checkout process.

(b) Participation is at MaxMind’s Sole Discretion.

MaxMind reserves the right to refuse to issue you an invoice or to allow you to use a vendor portal for any reason and at MaxMind’s sole discretion. Without limitation, reasons that MaxMind might refuse to issue an invoice to you could include: (i) if you have a history of late payments, (ii) if MaxMind has concerns about your ability to make a payment when it is due, or (iii) if you send MaxMind a purchase order in a form that is unacceptable to MaxMind.

If MaxMind refuses to allow you to pay via invoice or through a vendor portal, you will need to pay in advance through MaxMind's online checkout process.

3. **INVOICES**

- (a) If you have not previously received invoices from MaxMind you will need to provide certain information in MaxMind's Customer Information Form.
- (b) If you send MaxMind a purchase order with your own terms and conditions, none of those terms and conditions will apply to your licensing of MaxMind's Services or your payment obligations. MaxMind reserves the right to reject any purchase order or similar form which creates any ambiguity concerning which terms are applicable to your licensing agreement with MaxMind.
- (c) All purchase orders must be in English, with currency in United States Dollars, or they will not be accepted.
- (d) When your purchase order is accepted, an invoice will be sent to the billing contact. Additionally, a percentage of the order will be advanced to the account. Once MaxMind receives payment for the invoice, the remainder of the order will be added to your account.
- (e) MaxMind accepts payment for invoices by check, ACH, or wire transfer. If you are paying by ACH, payment notification **must** be sent to accounts@maxmind.com. Wire transfer payments require prior agreement, as there is a \$30 fee required for payment by wire transfers.
- (f) All payments are due within thirty (30) days of the issuance of the invoice.
- (g) If any fee payment is not received by MaxMind within five (5) business days of the due date, you shall be obligated to pay late charges on the unpaid amount from the due date in an amount equal to the lesser of (i) one percent (1%) per month, or (ii) the maximum amount permitted by applicable law, calculated on a daily basis. In addition, if you fail to make fee payments on time, you shall pay to MaxMind all of MaxMind's costs and expenses, including legal costs and reasonable attorneys' fees, incurred by MaxMind in collecting any fee payments due.

4. **VENDOR PORTALS**

- (a) MaxMind uses the Ariba Network and Coupa Vendor Portals. MaxMind may agree to use a different vendor portal at MaxMind's sole discretion. Typically, MaxMind will only agree to use a different vendor portal for a high-volume customer or if many customers have requested the same vendor portal.
- (b) The terms applicable to Invoices set forth in Section 3 (Invoices) apply to any invoices issued through a vendor portal.
- (c) None of the terms and/or conditions printed or otherwise appearing or referenced in connection with any vendor portal shall be applicable to the license of the Services except for those terms and conditions concerning specific details on matters such as date, location and quantity, provided that such terms and conditions are not inconsistent with the terms and conditions set forth in the Agreement. Any other preprinted, standard, or posted terms and conditions in any media (including, without limitation, terms that are incorporated into any vendor portal registration process; terms incorporated into a shrink-wrap or click-wrap agreement; online terms of use; or terms where acquiescence, approval or agreement requires a mouse click or an electronic signature) shall be of no force and effect and shall not be effective, incorporated into, nor construed to amend the terms of this Agreement. MaxMind reserves the right to reject any

purchase order or other administrative tool which, in MaxMind's reasonable judgment, creates any ambiguity concerning which terms are applicable to this Agreement.

5. SPECIAL BILLING ARRANGEMENTS

If you have reached or agreed to a certain consistent and significant level of monthly service usage for Web Services, MaxMind may extend special billing arrangements allowing you to pay for Web Services in arrears (i.e., retroactively). If MaxMind chooses to extend a special billing arrangement to you, which decision shall be made in MaxMind's sole discretion, MaxMind shall provide you with written notice of the extension of special billing arrangements along with the billing arrangement payment schedule.

If MaxMind provides you with a written notification that includes special billing arrangements, then to the extent there are direct conflicts between the terms of MaxMind's written notification and the terms of this Invoicing Policy, the terms of the written notice from MaxMind will control.

If you fail to make fee payments in accordance with the special billing arrangement, as reasonably determined by MaxMind, MaxMind has the right to terminate your special billing arrangements and reinstate the advance payment requirement for your account. MaxMind may take such action with or without advance notice to you.



MINFRAUD SERVICE TERMS OF USE

Agreements

Site License Overview
EULA
Terms of Use
Privacy Policy
GeoLite2 Commercial Redistribution License

Products

minFraud Services
GeoIP2 Anonymous IP Database
GeoIP2 Enterprise Database
GeoIP2 Precision Web Services
GeoIP2 Databases
GeoLite2 Free Geolocation Data

Last Updated: 2018/03/05

The "minFraud Service", a service offered by MaxMind, uses data from the GeoIP Databases, Open Proxy Databases, and BIN Databases combined with recognized fraud risks to help merchants identify potentially fraudulent online transactions.

The terms and conditions of the MaxMind GeoIP End User License Agreement (the "GeoIP EULA") apply in full to your use of the minFraud Service and are incorporated herein by reference. The terms in these minFraud Service Terms of Use are intended to create additional restrictions upon your use of the minFraud Service, beyond those restrictions set forth in the GeoIP EULA. In the event of a conflict between these minFraud Service Terms of Use and the GeoIP EULA, the latter shall control.

DEFINITIONS

(a) "Open Proxy Databases" refers to a data service that is provided by MaxMind and that provides open proxy information about IP addresses.

(b) "BIN Databases" refers to databases that are compiled and maintained by MaxMind and that list bank identification numbers and information (e.g., bank name, bank customer service number) associated with those specific bank identification numbers. Data available through the BIN Databases is referred to herein as the "BIN Data".

Unless otherwise noted, all other capitalized terms used in this minFraud Service Terms of Use Policy are defined as indicated in the MaxMind GeoIP EULA.

APPROPRIATE USES OF the minFraud SERVICE

Using the minFraud Service constitutes an agreement to restrict your use to appropriate uses of the service as outlined in this section.

(a) You may not use the minFraud Service in any way that violates federal, state, local, international law or the rights of others.

(b) You may submit data to the minFraud Service only for the purposes of (i) testing the minFraud Service; (ii) validating credit card transactions, other transactions for online and e-commerce payments, credit card applications, and user and account registrations for online forums and services you offer (each an "Online Transaction" and collectively "Online Transactions"); and (iii) other similar business purposes.

(c) Unacceptable uses of the minFraud Service include, but are not limited to, the following:

(i) submitting queries designed to extract information from the GeoIP Databases or the BIN Databases, if such information is not specifically to be used for the validation of an Online Transaction;

(ii) submitting false or fictitious input fields, including but not limited to, IP address, BIN number, and billing location (except for the limited purpose of testing the minFraud Service);

(iii) using a robot, spider, other automatic device, or manual process to monitor or copy the GeoIP Databases, GeoIP Data, BIN Databases, or BIN Data;

(iv) building derivative databases based on the information provided by the minFraud Service; or

(v) taking any action designed to compromise security or tamper with system resources and/or accounts.

(d) If MaxMind, in its sole discretion, finds or suspects that you are using the minFraud Service in an unacceptable manner, MaxMind may immediately restrict, suspend, or terminate your use of the minFraud Service. Activities that may trigger such a response by MaxMind include, but are not limited to, repeated discrepancies between credit card data (e.g., billing address, bank identification numbers (BINs), names or phone numbers) entered by you and the applicable information of record for the associated cardholders.

SECURITY

You are responsible for all activities that occur under your account and under your password, license key, and similar mechanisms for account access (collectively "Passwords"), and you shall keep your Passwords confidential. You shall immediately notify MaxMind of any unauthorized use of your Passwords or account or any other breach of security.

PERSONAL DATA

The minFraud Service helps you reduce the incidence of online fraud by scoring the likelihood of fraud associated with particular online transactions and account registrations. The minFraud service is a hosted solution that you access via an API. You pass to the minFraud Service certain information deemed to be personal data under the privacy laws of the European Union provided by your site visitors during online transactions and account registrations.

The minFraud Service requires the processing of IP addresses in order to function properly, but allows you as the customer to choose which additional personal data elements, if any, to share with the minFraud Service, to provide more robust risk scores. A list of the additional data elements that you may choose to provide can be found here: https://dev.maxmind.com/minfraud/#Top-Level_Request_Fields. Some minFraud customers may be using a legacy version of the product, in which case the data elements may be found here: <https://dev.maxmind.com/minfraud/minfraud-legacy/>.

The minFraud Service analyzes this personal data and returns a risk score. The risk score is between 0.01-99 and represents the probability that a given transaction is fraudulent. MaxMind provides the risk score to you and you then determines in your sole discretion whether to accept, reject, or manually review the transaction, or send it to a complimentary fraud prevention service. Depending on the service level used, the minFraud Service may additionally return other information and scores which can be used in the analysis of transactions.

Some of the personal data elements chosen by you to pass to minFraud may be processed and aggregated to become part of a MaxMind GeoIP Database. The personal data elements shared may also be combined with personal data elements chosen and provided by other customers, which allows for more robust identification of potentially fraudulent behavior based on MaxMind's flagging of particular data elements.

In accordance with the foregoing, you agree that MaxMind may collect, store, and share information generated through use of the minFraud Service in accordance with the GeoIP EULA and these Terms. MaxMind shall use personal data obtained through the minFraud Service to provide the minFraud Service. MaxMind will also use personal data obtained through the minFraud Service to augment its other databases used to provide anti-fraud and other services to its customers, including but not limited to, IP geolocation, IP organization designation, fraud detection, email and device risk assessment, and demographic targeting.

PRIVACY POLICY

MaxMind has posted on its website a privacy policy disclosing the privacy practices of MaxMind and providing appropriate mechanisms for consumers to control the use of their personal information. MaxMind requires its licensees to adopt and post a privacy policy explaining their own internal privacy practices and their use of the MaxMind Services.

MaxMind, GeoIP, minFraud, and related trademarks belong to MaxMind, Inc.



PRODUCTS

- [minFraud Services](#)
- [GeoIP2 Anonymous IP Database](#)
- [GeoIP2 Enterprise Database](#)
- [GeoIP2 Precision Web Services](#)
- [GeoIP2 Databases](#)
- [GeoLite2 Free Geolocation Data](#)

SUPPORT

- [Support Center](#)
- [System Status](#)
- [Frequently Asked Questions](#)
- [GeoIP Data Correction Request](#)
- [Do Not Sell My Personal Information](#)
- [Notice of Collection](#)

DEVELOPERS

- [Dev Center](#)
- [minFraud](#)
- [GeoIP](#)
- [Frequently Asked Questions](#)

COMPANY

- [About MaxMind](#)
- [Working at MaxMind](#)
- [Commitment to Security](#)
- [Charitable Giving](#)
- [Contact Us](#)



Privacy Policy

Agreements

Site License Overview
EULA
Terms of Use
Privacy Policy
GeoLite2 Commercial Redistribution License

Products

minFraud Services
GeoIP2 Anonymous IP Database
GeoIP2 Enterprise Database
GeoIP2 Precision Web Services
GeoIP2 Databases
GeoLite2 Free Geolocation Data

Updated On: December 10, 2020

This Privacy Policy discloses the privacy practices of MaxMind, Inc. (sometimes referred to in this Privacy Policy as "MaxMind", "we", or "us"), in connection with the MaxMind.com website (the "Website") and the geoip-js.com website and any features and online services provided by MaxMind that post or include a link to this Privacy Policy (collectively, the "Services").

Please read this Privacy Policy carefully. By visiting and using the Services, you agree that your use of the Services is governed by this Privacy Policy. In addition to our Privacy Policy, your use of the Services is governed by our Terms of Use, which govern in the event of any conflict with this Privacy Policy.

1. SCOPE OF PRIVACY POLICY

This Privacy Policy applies to the MaxMind.com website and any features and online or offline services provided by MaxMind that post or make available a link to this Privacy Policy. It does not apply to MaxMind's services that MaxMind's customers may use on their own websites, to other companies' or organizations' sites to which we link, or to companies that MaxMind does not own or control, even if such companies are contractors or business partners of MaxMind.

This Privacy Policy also does not cover how MaxMind customers may treat your information as the use of your information by such parties is governed by the privacy policies of such parties and is not subject to MaxMind's control.

If you are a California resident, Nevada resident, or data subject located in Europe, please see the "Additional Disclosures for California Residents," "Additional Disclosures for Nevada Residents," and "Additional Disclosures for Data Subjects in Europe" sections below. If you have any questions or wish to exercise your rights and choices, please contact us as set out in Section 11.

For personal data transferred from the European Union, the UK, and Switzerland to third countries that do not ensure an adequate level of data protection, we will provide appropriate safeguards, such as through the use of Standard Contractual Clauses.

2. INFORMATION MAXMIND COLLECTS

Information You Provide

We collect information that you voluntarily provide to us while using the Services, such as when you register an account, make a purchase of one of our products or services, respond to our customer surveys, submit a data correction request, communicate with our customer service team, or apply for a job.

The information we collect includes information relating to identified or identifiable natural persons. The categories of information we collect, including in the last 12 months, include the following: contact data, including your first and last name, telephone number, email address, and postal address; billing information; credentials, including your passwords; content data, including the content of the messages you send to us; IP addresses or IP ranges you submit; and resume data, including data necessary to consider you for a job opening (such as your employment history, writing samples, and references). We also use payment processes to collect and process payment data, including your payment instrument and security code associated with your payment instrument, on our behalf.

You may choose to voluntarily submit other information to us through the Services that we do not request, and, in such instances, you are solely responsible for such information.

Information Collected Automatically

We automatically collect information about your device and how your device interacts with our Services and other services. The categories of information we automatically collect, including in the last 12 months, and the methods by which we may collect such information include the following:

Cookies, Web Beacons, and Embedded Scripts

The Services use "cookies" and similar technologies, including HTML5 local storage. A cookie is a file stored on your device that may be used to identify an individual as a unique user by storing certain personal preferences and user data. MaxMind uses cookies and other technologies to identify your device, identify authorized users of the MaxMind Account Portal, track affiliate referrals, complete online purchases through MaxMind's shopping carts, and similar Services monitoring activities.

MaxMind may also use web beacons, small graphic images or other web programming code (also known as "1x1 GIFs" or "clear GIFs"), which may be included in our web pages and e-mail messages. Web beacons may be invisible to you, but any electronic image or other web programming code inserted into a web page or e-mail can act as a web beacon. Web beacons or similar technologies may be used for a number of purposes, including, without limitation, to count visitors to the Services, to monitor how users navigate the Services, to count how many e-mails that were sent were actually opened or to count how many particular articles or links were actually viewed.

MaxMind may also use embedded scripts in connection with the provision of its Services. "Embedded scripts" are programming code designed to collect information about your interactions with a website, such as the links you click on, and may assist our customers in providing us with information used to provide the Services. The code is temporarily downloaded onto your device from our web server, our customer's web server, or a service provider or other party, is active only while you are connected to the website containing the embedded script, and is deactivated or deleted thereafter.

Log File Information

Your web browser automatically sends information to every website you visit, including ours. For example, our server logs may receive and record information such as the pages you access on the Services, referring URLs, your browser type, your operating system, the date and time of your visit, and the duration of your visit to each page.

User Agent Strings

Log file information may also include a user agent string, a series of characters automatically sent with your Internet requests that provide information necessary for smooth Internet communications, such as the operating system and browser you used. A user agent string might be used to identify the device originating a message.

Location Data

MaxMind may also request access to or otherwise receive information about your device location when you access the Services. Your location data may be based on your IP address and other location-aware technologies. We use location data in connection with providing the Services and to help improve the Services.

Unique Identification Number

MaxMind may assign your computer or mobile device a unique identification number ("Unique ID") based on log file information when you access the Services. MaxMind may set a cookie on your device containing, amongst other things, the device's Unique ID. MaxMind uses information generated from the Unique ID for purposes of improving our Services, primarily our ability to detect fraud. MaxMind does not share the Unique ID or any associated data with unaffiliated parties in the traditional sense of sharing. However, some of the services offered by MaxMind, including some that are available through the Services, may require the placement of a snippet of JavaScript on the customer's own website (either by the customer itself or by MaxMind), and that JavaScript collects the information used by MaxMind to create the Unique ID. If the customer uses the MaxMind minFraud service, it may receive back the Unique ID MaxMind associated with the IP address being used in the request made to the minFraud service.

Information Collected through the GeoIP2 JavaScript Client API

MaxMind offers a GeoIP2 JavaScript Client API available to its customers via geoip-js.com and js.maxmind.com. Where a MaxMind customer uses the GeoIP2 JavaScript Client API, MaxMind collects IP addresses and other information (e.g., HTTP headers) provided via geoip-js.com or js.maxmind.com on behalf of the customer, and logs such information only for the purposes of monitoring, alerting, and internal reporting for the specific customer for up to 30 days. MaxMind does not share information collected through geoip-js.com or js.maxmind.com among customers.

Information MaxMind Receives from Other Sources

MaxMind receives information about you from other sources. We may combine the information we receive from third parties with information we collect through the Services. If we do so, MaxMind will treat the combined information in accordance with the practices described in this Privacy Policy, plus any additional restrictions imposed by the source of the data. The categories of other sources from which we receive and have received information over the prior 12 months include: our business partners and resellers; our customers; and publicly available sources such as open government databases or other data in the public domain. For example, our customers provide us with certain e-commerce transaction information, including IP address, cardholder name, billing and shipping address, email, and phone number.

3. HOW MAXMIND USES INFORMATION

We collect and use information for our legitimate interests and for business and commercial purposes in accordance with the practices described in this Privacy Policy. Our business purposes for collecting and using information, including in the prior 12 months, include as follows:

Providing Our Services

As stated above, MaxMind uses information such as your first and last name, telephone number, email address, postal address, billing information, or other contact information we obtain from you, our customers, or our business partners, for the purposes of providing, enhancing, or improving our IP geolocation, fraud detection, demographic targeting, databases, and other services and products.

Communications with You

MaxMind maintains one or more contact lists (with email addresses and other information) to allow MaxMind to communicate with individuals who do business with MaxMind or who have expressed an interest in the Services. We may contact you to confirm your purchases or respond to requests that you make, notify you of changes to your account or the Services, for marketing purposes, or to otherwise inform you of information related to our business or your account with us.

Website Administration and Customization

MaxMind uses the information we collect about you for a variety of website administration and customization purposes. For example, we use your information to process your registration request, provide you with services and communications that you have requested, send you email updates and other communications, customize features and advertising that appear on and off the Services, deliver the Services content to you, measure Services traffic, measure user interests and traffic patterns, and improve the Services.

Usage of IP Addresses

The MaxMind services, including the minFraud service, use IP addresses to help organizations detect and prevent fraudulent activity. Among other things, MaxMind obtains IP addresses and order information (including customer name and billing address) through its minFraud service. MaxMind uses the billing location from this data along with other data to create databases that pair IP addresses with the locations in which they are likely being used, down to a postal code level of resolution.

Correction Requests

If you receive IP geolocation data from us that you believe is incorrect, you can submit a data correction request to us through our website at <https://support.maxmind.com/geoip-data-correction-request/>, by email at correction@maxmind.com, or through a secure URL that is set up by your company and that

shares IP geolocation data. We use the information you submit to review and respond to your correction request, and update our databases as appropriate. Any data updated within our databases may be used and shared in accordance with the practices described in this Privacy Policy.

Database Demos

If you use any of our database demos available at <https://www.maxmind.com/en/geoip-demo>, <https://www.maxmind.com/en/locate-my-ip-address>, and other parts of our website, we may use the information you submit to provide you with results and update our databases as appropriate. Any data updated within our databases may be used and shared in accordance with the practices described in this Privacy Policy.

Consent

We also use information with your consent, including for the following purposes: to allow you to participate in our surveys; to serve advertising tailored to your interests on our Services and other services; and to fulfill any other purpose disclosed to you and with your consent.

Some of our lawful bases for processing your information stem from our customers on whose behalf we provide services.

MaxMind uses information that does not identify you for any purpose except as prohibited by applicable law. For information on your rights and choices regarding how we use your information, please see Section 6 below.

4. HOW MAXMIND SHARES INFORMATION

We share information we collect in accordance with the practices described in this Privacy Policy. The categories of sources to whom we share information, including in the last 12 months, include the following:

Sharing with Our Service Providers

We provide your information to our service providers, contractors, business partners, and advertisers, for the purpose of delivering services to you as well as for purposes related to Services administration and operation, including conducting analytics and helping us with sales tax compliance. When sharing information for the purpose of providing you with the services you request, we will share your information only as necessary for the service provider working on MaxMind's behalf to complete its work for us. For example, if you use a credit or debit card to complete a transaction on the Services, we will share your credit or debit card number with a payment processing and/or a fulfillment company in order to complete your transaction.

Sharing of Databases

One aspect of MaxMind's products and services is the provision of databases to our customers and other third parties, including our business partners and resellers. These databases include information such as IP addresses and corresponding data pertaining to such IP addresses, such as geolocation data, fraud analysis data, and related information. Such databases are compiled using numerous data sources, including information we receive from our customers when individuals make purchases or conduct other transactions with our customers. In addition, we respond to API queries from our customers, and such responses may include information about the level of risk we associate with information about your device or email address, or your Unique ID.

Customers

We share your information with our customers in connection with us processing your information on their behalf. For example, we share your information with our customers to provide them with our products and services, respond to your questions and comments, fulfill your requests, and otherwise comply with applicable law.

Vendors and Other Parties

We may share your information with vendors and other parties for purposes of providing you with tailored advertisements, measuring and improving our Service and advertising effectiveness, and enabling other enhancements. Vendors may act as our service providers, or in certain contexts, independently decide how to process your information.

MaxMind integrates with the service Have I Been Pwned to verify whether your account password has previously appeared in a third party data breach, which may allow MaxMind to evaluate the strength of the password, provide a warning, and/or block the password outright. We are not responsible for the effectiveness or accuracy of their information. For more information on Have I Been Pwned, please visit the website at <https://haveibeenpwned.com>.

Security and Compliance with the Law

We reserve the right to disclose your information to appropriate third parties if we are required to do so by law or we believe that such action is necessary in order (a) to comply with a legal process such as a search warrant, subpoena, or court order; (b) to protect the company's rights and property; (c) to investigate reports of users sending material using a false email address or users sending harassing, threatening, or abusive messages; (d) to protect against misuse or unauthorized use of the Website or Services; or (e) to respond to emergencies, such as when we believe someone's physical safety is at risk. MaxMind may be required to disclose information in a life-threatening emergency or in response to a lawful request by public authorities, including to meet national security or law enforcement requirements.

Transfer of Business

Over time, MaxMind may buy or sell various assets. In the event that we sell some or all of our assets, or our company is acquired by another company, or during the negotiation of such sale or acquisition, our databases and any information we collect may be among the transferred or negotiated assets.

Consent

We may share your information for any other purpose disclosed to you and with your consent.

Without limiting the foregoing, in our sole discretion, MaxMind shares information that does not identify you with third parties, including our customers, for any purpose except as prohibited by applicable law. For information on your rights and choices regarding how we share your information, please see Section 6 below.

5. ANALYTICS AND ONLINE TRACKING

MaxMind works with certain other parties (including analytics companies) to provide us with information regarding traffic on and use of the Services. Some of these parties collect information when you visit the Services or other online websites and services. These other parties set and access their own tracking technologies (including cookies, embedded scripts, and web beacons) and may otherwise collect or have access to your IP address or other unique identifier, log information, and related information about you. These tracking technologies, including the Google Analytics User ID feature, may be used to assist in providing analytics, marketing, and for other purposes. We also use Google services to provide you with in-site search functionality. Both we and Google may collect, receive, and use your information as a consequence of your use of the Google services. Google's data practices are set out in its privacy policy available at <https://policies.google.com/privacy>. MaxMind does not control the information collection, use, or sharing practices of such parties, and we encourage you to consult their online policies. Some other parties may collect information about your online activities over time and across different websites when you use the Services.

6. YOUR RIGHTS AND CHOICES

Opt-Out of Email Communications

If you are a registered member of the Services, you can make changes to your account information by logging into the Website and modifying your preferences. If you do not wish to receive email notifications from us, you may opt-out by contacting us at info@maxmind.com with your request. In addition, certain email communications we send to you, such as newsletters and promotional announcements, contain a clearly worded "Opt-Out" or "Unsubscribe" link allowing you to withdraw your permission for future

mailings. Please note that we reserve the right to send you certain communications relating to your account or use of the Services (for example, administrative and service announcements) and these transactional account messages may be unaffected even if you opt-out from marketing communications.

Opt-Out from Database Sharing

As discussed above in Section 4 of this Privacy Policy, MaxMind may share information we have about you in our databases with our customers and third parties as part of their use of the GeoIP Services. If you are a resident of California, a resident of Nevada, or a data subjects located in Europe, you may have certain rights with respect to such information as set out in the "Additional Disclosures for California Residents," "Additional Disclosures for Nevada Residents," and "Additional Disclosures for Data Subjects in Europe" sections below. Please note that under certain circumstances as required by applicable law, you may have different rights for marketing and advertising uses of your information than for purposes related to security, fraud detection and other similar purposes.

Blocking or Deleting Cookies

You can manually delete cookies, which are normally located in your temporary Internet folder or cookie folder. You can also reset the preferences in your web browser to notify you when you have received a cookie or, alternatively, to refuse to accept cookies. Deleting or blocking cookies will prohibit your ability to make online purchases on the Services and to use and access portions of the Services that require logging in with a username and password, and may affect other functionality.

Analytics and Advertising

You may exercise choice regarding the use of cookies from Google Analytics by going to <https://tools.google.com/dlpage/gaoptout> and downloading the Google Analytics Opt-out Browser Add-on.

Some of the advertisers and service providers that perform advertising-related services for us and our partners may participate in the Digital Advertising Alliance ("DAA") Self-Regulatory Program for Online Behavioral Advertising. To learn more about the DAA and how you can exercise certain choices regarding interest-based advertising, visit <https://www.aboutads.info/choices>. Some of these companies may also be members of the Network Advertising Initiative ("NAI"). To learn more about the NAI and your opt-out options for their members, see <https://www.networkadvertising.org/choices/>. Please be aware that, even if you are able to opt out of certain kinds of interest-based advertising, you may continue to receive other types of ads. Opting out only means that those selected members should no longer deliver certain interest-based advertising to you, but does not mean you will no longer receive any targeted content and/or ads (e.g., from other ad networks). MaxMind is not responsible for effectiveness of, or compliance with, any third-parties' opt-out options or programs or the accuracy of their statements regarding their programs.

Your browser settings may allow you to automatically transmit a "Do Not Track" signal to websites and online services you visit; however, there is no consensus among industry participants as to what "Do Not Track" means in this context. Like many websites and online services, unless and until the law is interpreted to require us to do so, the Website does not alter its practices when it receives a "Do Not Track" signal from a visitor's browser. To find out more about "Do Not Track," you may wish to visit <https://www.allaboutdnt.com>.

7. INTERNATIONAL TRANSFER

We are based in the U.S. and the information we collect is governed by U.S. law. If you are accessing the Services from outside of the U.S., please be aware that information collected through the Services may be transferred to, processed, stored, and used in the U.S. and other jurisdictions. Data protection laws in the U.S. and other jurisdictions may be different from those of your country of residence. Your use of the Services or provision of any information therefore constitutes your consent to the transfer to and from, processing, usage, sharing, and storage of your information in the U.S. and other jurisdictions as set forth in this Privacy Policy. If your data is collected in the European Union, the UK, or Switzerland, we will transfer your personal data subject to appropriate or suitable safeguards, such as through the use of Standard Contractual Clauses. For further information on such data transfers, please see the "Additional Disclosures for Data Subjects in Europe" section below.

8. SECURITY

MaxMind implements reasonable administrative, physical, and technical security measures to help protect your data from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction. However, no physical or electronic security system is impenetrable. MaxMind cannot guarantee the security of the Service's servers or databases, nor can we guarantee that information you supply will not be intercepted while being transmitted to us over the Internet.

9. POLICY REGARDING CHILDREN

The Services are not intended for use by children under the age of thirteen years old. MaxMind does not knowingly collect information from children under the age of thirteen. If you are a parent or guardian, and believe we have collected information about your child in violation of this policy, please contact us at the address set forth in Section 11 below. We do not knowingly "sell" as defined by the CCPA the personal information of minors under 16 years old who are California residents without their affirmative authorization.

10. CHANGES TO THIS PRIVACY POLICY

We will occasionally update this Privacy Policy in response to changing business circumstances and legal developments. If there are material changes to this Privacy Policy or in how we use your information, we will prominently post such changes prior to implementing the change. We encourage you to periodically review this Privacy Policy to be informed of how we are collecting and using your information.

11. CONTACT FOR ADDITIONAL INFORMATION, OPTING OUT, DATA ACCESS AND CORRECTION, AND DISPUTES

If you have any questions or complaints about this Privacy Policy, or you wish to exercise your opt-out rights hereunder or access or correct data applicable to you, please contact us:

By email: privacy@maxmind.com

By mail:

Tawa Gonzalez (Privacy Agent)
Legal Department
MaxMind, Inc.
14 Spring Street, Suite 3
Waltham, MA 02451
U.S.A.

For EU-specific requests, please contact our Data Protection Officer at:

By email: dpo@maxmind.com

By mail:

Data Protection Officer
MaxMind, Inc.
14 Spring Street, Suite 3
Waltham, MA 02451
U.S.A.

12. ADDITIONAL DISCLOSURES FOR CALIFORNIA RESIDENTS

These additional disclosures apply only to California residents. The California Consumer Privacy Act of 2018 ("CCPA") provides additional rights to know, delete and opt out, and requires businesses collecting or disclosing personal information to provide notices and means to exercise rights.

California Notice of Collection

In the past 12 months, we have collected the following categories of personal information enumerated in the CCPA:

- **Identifiers**, including name, address, email address, account name, IP address – and an ID number assigned to your account.
- **Customer records**, phone number, billing address, and credit or debit card information.
- **Commercial information**, including purchases and engagement with the Services.
- **Internet activity**, including history of visiting and interacting with our Services, browser type, browser language and other information collected automatically.
- **Geolocation data**.
- **Employment and education data**, including information you provide when you apply for a job with us.
- **Inferences drawn**.

For more information on information we collect, including the sources we receive information from, review the "Information MaxMind Collects" section above. We collect and use these categories of personal information for the business purposes described in the "How MaxMind Uses Information" section above, including to provide and manage our Services.

MaxMind discloses the following categories of personal information for commercial purposes: identifiers, demographic information, commercial information, internet activity, geolocation data and inferences. We use and partner with different types of entities to assist with our daily operations and manage our Services. Please review the "How MaxMind Shares Information" section above for more detail about the parties we have shared information with.

To the extent "sale" under the CCPA is interpreted to include the disclosure of MaxMind's databases as set out in the "How MaxMind Shares Information" section or use of advertising technology activities as set out in the "Analytics and Advertising" section, MaxMind will comply with applicable law as to such activity. Please note that where we use and disclose personal information for purposes related to security, fraud detection, and other similar purposes, some of your rights may be limited to the extent that they adversely affect the rights and freedoms of other consumers.

Right to Know and Delete

If you are a California resident, you have the rights to delete the personal information we have collected from you and know certain information about our data practices in the preceding 12 months. In particular, you have the right to request the following from us:

- The categories of personal information we have collected about you;
- The categories of sources from which the personal information was collected;
- The categories of personal information about you we disclosed for a business purpose or sold;
- The categories of third parties to whom the personal information was disclosed for a business purpose or sold;
- The business or commercial purpose for collecting or selling the personal information; and
- The specific pieces of personal information we have collected about you.

To exercise any of these rights, please submit a request through our online form available at Right to Know: <https://support.maxmind.com/privacy-center/ccpa-right-to-know/> and Right to Delete: <https://support.maxmind.com/privacy-center/ccpa-right-to-delete/>, call our toll free number at 1-844-802-0220, or email us at california-privacy@maxmind.com. In the request, please specify which right you are

seeking to exercise and the scope of the request. We will confirm receipt of your request within 10 days. We may require specific information from you to help us verify your identity and process your request. If we are unable to verify your identity, we may deny your requests to know or delete.

If personal information about you has been processed by us as a service provider on behalf of a customer and you wish to exercise any rights you have with such personal information, please inquire with our customer directly. If you wish to make your request directly to us, please provide the name of our customer on whose behalf we processed your personal information. We will refer your request to that customer, and will support them to the extent required by applicable law in responding to your request.

Right to Opt-Out of Sale

To the extent MaxMind sells your personal information as the term "sell" is defined under the California Consumer Privacy Act, you have the right to opt-out of the sale of your personal information by us to third parties at any time. You may submit a request to opt-out by clicking Do Not Sell My Personal Information: <https://support.maxmind.com/privacy-center/ccpa-do-not-sell/ccpa-do-not-sell-opt-out/>. You may also submit a request to opt-out by emailing us at california-privacy@maxmind.com.

Authorized Agent

You can designate an authorized agent to submit requests on your behalf. However, we will require written proof of the agent's permission to do so and verify your identity directly.

Right to Non-Discrimination

You have the right not to receive discriminatory treatment by us for the exercise of any of your rights.

Shine the Light

California's "Shine the Light" law permits customers who are California residents to request certain details about how a business shares their personal information as defined by "Shine the Light" with third parties (and in some cases affiliates) for those third parties' or affiliates' own direct marketing purposes. California customers may request information about our compliance with this law by contacting us by e-mail at california-privacy@maxmind.com or by mail at the address set forth in Section 11 above. Any such inquiry must include "California Privacy Rights Request" in the first line of the description and include your name, street address, city, state, and ZIP code. Please note that we are only required to respond to one request per customer each year, and we are not required to respond to requests made by means other than through this email or mail address.

13. ADDITIONAL DISCLOSURES FOR NEVADA RESIDENTS

Nevada law requires certain businesses to establish a designated request address where Nevada consumers may submit requests directing the business not to sell certain kinds of personal information that the business has collected or will collect about the consumer. A sale under Nevada law is the exchange of personal information for monetary consideration by the business to a third party for the third party to license or sell the personal information to other third parties. If you are a Nevada consumer from whom MaxMind has collected personal information and you wish to submit a request relating to our compliance with Nevada law, please contact us as at nevada-privacy@maxmind.com. You may also submit a request to opt-out by clicking Do Not Sell My Personal Information.

14. ADDITIONAL DISCLOSURES FOR DATA SUBJECTS IN EUROPE AND THE UNITED KINGDOM

Roles

EU data protection law makes a distinction between organizations that process personal data for their own purposes (known as "controllers") and organizations that process personal data on behalf of other organizations (known as "processors").

MaxMind, located at the address set forth in Section 11 above, generally operates as a processor on behalf of its customers that use the MaxMind's services. The MaxMind customer, the controller, determines the purposes and means of the processing of personal data. Specifically, MaxMind's customer decides what personal data to share with MaxMind in order for MaxMind to provide the customer with robust risk score information, certain licensed data, the ability to flag potentially fraudulent activity, and other services as purchased by the customer. Please visit the applicable customer's privacy policy for information about their privacy practices.

MaxMind also operates as a controller with respect to certain of its services and/or databases. For example, MaxMind operates as a controller in connection with personal data collected from visitors through its website, including through data correction requests. Also, when MaxMind combines personal data from different customers, like many kinds of analytics services, it may do this both as a processor at its customers' instruction and as a controller itself for the purpose of providing services to all of its customers. For example, MaxMind may process and aggregate or otherwise de-identify some of the personal data that a customer shares with MaxMind in order to make that personal data part of another database for one or more other services provided to MaxMind customers.

Data Subject Rights

If you are a data subject in Europe, you have the right to access, rectify, or erase any personal data we have collected about you through the Services. You also have the right to data portability and the right to restrict or object to our processing of personal data we have collected about you through the Services. In addition, you have the right to ask us not to process your personal data (or provide it to third parties to process) for marketing purposes or purposes materially different than for which it was originally collected or subsequently authorized by you. You may withdraw your consent at any time for any data processing we do based on consent you have provided to us.

To exercise any of these rights, contact us using the information at Section 11 above and specify which right you intend to exercise. We will respond to your request within 30 days. We may require additional information from you to allow us to confirm your identity. Please note that we store information as necessary to fulfill the purposes for which it was collected, and may continue to retain and use the information even after a data subject request for purposes of our legitimate interests, including as necessary to comply with our legal obligations, resolve disputes, prevent fraud, and enforce our agreements.

If your information has been processed by us on behalf of one of our customers and you wish to exercise any rights you have with such information, please inquire with our customer directly. If you wish to make your request directly to MaxMind, please provide the name of the MaxMind customer on whose behalf MaxMind processes your information. We will refer your request to that customer, and will support them to the extent required by applicable law in responding to your request.

If you have any issues with our compliance, you have the right to lodge a complaint with a European supervisory authority.

International Transfer

For personal data transferred from the European Union, the UK, and Switzerland to third countries that do not ensure an adequate level of data protection, we will provide appropriate safeguards, such as through the use of Standard Contractual Clauses.

In addition, MaxMind participates in the EU-US Privacy Shield Framework and the Swiss-US Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of personal data from the European Union, the United Kingdom and Switzerland to the United States, respectively. MaxMind has certified that it adheres to the Privacy Shield Principles of Notice, Choice, Accountability for Onward Transfer, Security, Data Integrity and Purpose Limitation, Access, and Recourse, Enforcement and Liability. In light of the judgment of the Court of Justice of the European Union invalidating Privacy Shield, MaxMind will continue to process personal data transferred in reliance on Privacy Shield using appropriate safeguards in accordance with the Privacy Shield Principles.

MaxMind is subject to the investigatory and enforcement jurisdiction of the United States Federal Trade Commission where MaxMind has transferred personal data in reliance on Privacy Shield. We hereby affirm our commitment to comply with the Privacy Shield Principles for all personal data transferred from

the European Union, the United Kingdom and Switzerland in reliance on Privacy Shield. This means that MaxMind shall be liable to you for any third party agent to which we transfer your personal data in reliance on Privacy Shield and that processes such personal data in a manner that violates the Privacy Shield Principles, unless we can demonstrate that we are not responsible for the resulting damages. MaxMind takes reasonable steps to ensure that personal data is relevant to its intended use and is accurate, complete, and current and retained only as long as needed for an intended or compatible purpose.

Any inquiries or complaints relating to MaxMind's compliance with Privacy Shield, including any requests for access or correction of personal data, may be addressed to our Data Protection Officer set forth in Section 11 of this Privacy Policy. MaxMind will investigate and attempt to resolve any inquiries brought to its attention. MaxMind commits to refer unresolved privacy complaints under the EU-US and Swiss-US Privacy Shield Principles to BBB EU PRIVACY SHIELD, a non-profit alternative dispute resolution provider located in the United States and operated by the Council of Better Business Bureaus. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit <https://www.bbb.org/EU-privacy-shield/for-eu-consumers/> for more information and to file a complaint. Under limited circumstances, in the event your complaint is not resolved through these channels a binding arbitration option may be available for a Privacy Shield Panel.

Where MaxMind has transferred personal data in reliance on Privacy Shield, if there is any conflict between the policies in this Privacy Policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification page, please visit <https://www.privacyshield.gov/>.

MaxMind, GeoIP, minFraud, and related trademarks belong to MaxMind, Inc.



PRODUCTS

- minFraud Services
- GeoIP2 Anonymous IP Database
- GeoIP2 Enterprise Database
- GeoIP2 Precision Web Services
- GeoIP2 Databases
- GeoLite2 Free Geolocation Data

SUPPORT

- Support Center
- System Status
- Frequently Asked Questions
- GeoIP Data Correction Request
- Do Not Sell My Personal Information
- Notice of Collection

DEVELOPERS

[Dev Center](#)

[minFraud](#)

[GeoIP](#)

[Frequently Asked Questions](#)

COMPANY

[About MaxMind](#)

[Working at MaxMind](#)

[Commitment to Security](#)

[Charitable Giving](#)

[Contact Us](#)

[Terms of Use](#) | [Privacy Policy](#)



Website Terms of Use

Agreements

Site License Overview
EULA
Terms of Use
Privacy Policy
GeoLite2 Commercial Redistribution License

Products

minFraud Services
GeoIP2 Anonymous IP Database
GeoIP2 Enterprise Database
GeoIP2 Precision Web Services
GeoIP2 Databases
GeoLite2 Free Geolocation Data

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Thank you for visiting the MaxMind.com website (the "Website"), which is owned, controlled, and operated by MaxMind, Inc. (sometimes referred to in these Website Terms of Use as "MaxMind", "we", or "us"). By using the Website, you agree to be bound by and to use the Website in accordance with these Website Terms of Use, our Privacy Policy, and any additional terms and conditions that are referenced herein or that otherwise may apply to specific sections of the Website, or to products and services that we make available to you through the Website (all of which are deemed part of these Website Terms of Use). Accessing the Website, in any manner, whether automated or otherwise, constitutes use of the Website and your agreement to be bound by these Website Terms of Use.

1. PURCHASE OF PRODUCTS AND SERVICES

MaxMind provides multiple services and products (the "Services") based on its proprietary GeoIP technology. Before purchasing any Services, please review our refund policy as some purchases may be final with no available refund. Our refund policy, which we may periodically modify, is incorporated into these Website Terms of Use by reference. Any use of the Services after purchase is subject to and will require your agreement with and acceptance of the MaxMind GeoIP End User License Agreement.

2. PRIVACY POLICY

MaxMind respects the privacy of the users of our Website. Please take a moment to review our Privacy Policy. MaxMind requires, and you hereby warrant and represent, that any data submitted to MaxMind during or in connection with your use of the GeoIP Databases or any related products or services offered by MaxMind, has not been collected, stored, or transferred to MaxMind in violation of any law, regulation, or contractual obligation applicable to you. Without limiting the foregoing, if you are a person or entity in the European Economic Area (the "EEA") as defined in our Privacy Policy, or Switzerland, or if you collect or transfer to us data pertaining to persons in such locations, you hereby represent and warrant that any transmission of data from you to MaxMind is fully compliant with the EU Directive 96/46/EC and/or the Swiss Federal Act on Data Protection (the "FADP"), including but not limited to your compliance with any notice requirements applicable to your sharing of data with MaxMind. For the avoidance of doubt, and without limiting the foregoing, if you are domiciled within the EEA or Switzerland or if you collect and transfer data pertaining to persons in such jurisdictions, and you transfer to MaxMind any data pertaining to individuals residing within the EEA or Switzerland, you represent and warrant that, if required by law, you have notified such individuals of such transfer and of all of the intended uses of such data by MaxMind on your behalf, as set forth in MaxMind's then current Privacy Policy.

3. NOTICE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT; OUR COMPLIANCE WITH THE DIGITAL MILLENNIUM COPYRIGHT ACT

MaxMind respects the intellectual property rights of others, and MaxMind asks our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated by material on the Website, please send a notice to our designated agent:

Legal Department
MaxMind, Inc.
14 Spring Street, 3rd Floor
Waltham, MA 02451
Email: legal@maxmind.com

Your notice of infringement should comply with the requirements of the Digital Millennium Copyright Act which requires in part the following information: (a) a description of the copyrighted work or other intellectual property that you claim has been infringed; (b) a description of where the material that you claim is infringing is located on the Website; and (c) your address, telephone number, and email address.

4. MAXMIND'S RIGHTS IN ITS MATERIALS

This Website and all the materials available on the Website ("MaxMind Content") are the property of MaxMind and/or our affiliates or licensors, and are protected by copyright, trademark, and other intellectual property laws. You may use the Website only for purposes of evaluating employment, customer, or business relationships with MaxMind or for other purposes expressly permitted by the Website. You may not use the Website for any other purpose, including any commercial purpose, without our express prior written consent. Modification or use of the MaxMind Content except as expressly provided in these Website Terms of Use violates our intellectual property rights. MaxMind®, GeoIP®, minFraud®, and other related graphics, logos, service marks, and trade names used on this Website are the trademarks or service marks of MaxMind and may not be used in connection with any third party products or services without permission. Neither title nor intellectual property rights in the MaxMind Content are transferred to you through access to the Website.

5. MATERIAL YOU SUBMIT TO THE WEBSITE

Subject to the application of the Privacy Policy to your personal data, when you submit or post any feedback, content, remarks, suggestions, ideas, graphics, or other information or material (collectively, the "Submissions") via the Website, MaxMind may treat such Submissions as non-confidential and non-proprietary. In the absence of a written agreement with MaxMind to the contrary, you agree that you will not submit to MaxMind any Submissions that you consider to be confidential or proprietary. You grant us, and anyone authorized by us, a royalty-free, non-exclusive, worldwide license to use, copy, publish, modify, translate, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such Submissions, in whole or in part, on or in connection with the Website. You understand that you will not receive any compensation of any kind for the use of any Submissions. Submit only material that is yours. In other words, submit only material to which you own the copyright or have the express consent of the copyright holder.

6. LINKING

a. Outgoing and Incoming Links

The Website may include hyperlinks to other sites ("Linked Sites") and other sites may link to the Website. Such linking is not an indication that the Linked Sites are maintained by, related to, sponsored by or affiliated with the Website or with MaxMind; an indication that MaxMind has reviewed any or all of such Linked Sites; or an indication that MaxMind is responsible for the content of those Linked Sites even if they are owned or run by our affiliates and/or partners. MaxMind provides links to Linked Sites as a service and courtesy to visitors to the Website. Hyperlinks are to be accessed at your own risk, and MaxMind makes no representations or warranties about the content, completeness, or accuracy of these hyperlinks or the Linked Sites.

b. Your Links to Us

You may hyperlink to the homepage or any other page of the Website; however, you may not (and may not authorize any other party) to (i) co-brand the Website or (ii) frame the Website without our express prior written permission. For purposes of these Website Terms of Use, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute the Website or MaxMind Content. You agree to cooperate with us in causing any unauthorized co-branding, framing, or hyper-linking immediately to cease.

7. SECURITY

MaxMind has the right to investigate suspected violations of these Website Terms of Use. MaxMind also reserves the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone using or accessing this Website in a manner believed to violate these Website Terms of Use or applicable laws. By accepting these Website Terms of Use you

waive and hold harmless MaxMind from any claims resulting from any action taken by us during or as a result of our investigations and/or from any actions taken as a consequence of investigations by either us or law enforcement authorities.

8. OUR RIGHT TO CANCEL YOUR ACCESS TO THE WEBSITE

MaxMind reserves the right to deny access to the Website or any features of the Website to anyone who violates these Website Terms of Use or who, in our sole judgment, interferes with the ability of others to enjoy the Website or infringes the rights of others. MaxMind may terminate or suspend your use of the Website at any time without cause and without any liability to you.

9. RIGHT TO DISCONTINUE WEBSITE

MaxMind reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website, or any portion thereof, with or without notice. You agree that MaxMind will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Website or any portion thereof.

10. GOVERNING LAW AND FORUM FOR DISPUTES

MaxMind operates this Website from Massachusetts regardless of where our hosting servers may be located. All legal issues arising from or related to the use of the Website or these Website Terms of Use shall be governed and interpreted pursuant to the laws of the Commonwealth of Massachusetts, applicable to contracts entered into and wholly to be performed within said jurisdiction, without regard to principles of conflict of laws. The local and federal courts of Boston, Massachusetts shall be the exclusive forum and venue to resolve disputes arising out of or relating to these Website Terms of Use or any person's use of the Website. By using the Website and thereby agreeing to these Website Terms of Use, you consent to personal jurisdiction and venue in the local and federal courts in Boston, Massachusetts with respect to all such disputes.

11. DISCLAIMER

Your use of the Website is at your own risk. MaxMind provides the Website, the MaxMind content, and Services "as is" and without warranties of any kind, either expressed or implied. MaxMind disclaims all warranties, including any implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement. MaxMind does not warrant that the functions or content contained in the Website will be uninterrupted or error-free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or other harmful components. The MaxMind Content may include technical inaccuracies or typographical errors, and MaxMind may make changes or improvements at any time. MaxMind does not represent or warrant that the information accessible via this Website or the Services is accurate, complete, or current.

12. LIMITATION ON LIABILITY

You assume full responsibility and risk of loss resulting from your use of this Website and any information on this Website. Under no circumstances shall MaxMind, our subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, directors, and contractors be liable for any incidental, direct, indirect, punitive, actual, consequential, special, exemplary, or other damages, including loss of revenue or income, pain and suffering, emotional distress, or similar damages, even if MaxMind has been advised of the possibility of such damages.

13. INDEMNITY

You will indemnify and hold us, our subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the "Indemnified Parties") harmless from any loss arising from your breach of these Website Terms of Use, including any use of content other than as expressly authorized in these Website Terms of Use. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify the Indemnified Parties from any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from the Website.

14. MODIFICATIONS TO TERMS OF USE

All content contained in the Website is subject to change without notice. MaxMind reserves the right to modify these Website Terms of Use and any policies affecting the Website. Any modification is effective immediately following notice. Notice may be given by any reasonable means, including, but not limited to, posting such changes on the Website. Accordingly, you should periodically review these Website Terms of Use. By continuing to enter the Website, you acknowledge and agree that you shall be bound by any such modifications.

15. SEVERABILITY

If any part of these Website Terms of Use is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

16. IF YOU HAVE ADDITIONAL QUESTIONS

If you have any questions about this Website Terms of Use, you may email us at legal@maxmind.com or contact us by postal mail at the following address:

Legal Department
MaxMind, Inc.
14 Spring Street, 3rd Floor
Waltham, MA 02451

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CUSTOMER INFORMATION FORM

(For Online EULA Customers)

Section 1: Company Information

Company Name: _____

VAT (if applicable): _____

Shipping Address

Street _____

City _____

State _____

Country _____

Zip Code _____

Billing Address (if different from previous)

Street _____

City _____

State _____

Country _____

Zip Code _____

Technical Contact

Name _____

Email _____

Phone _____

Billing (Invoicing) Contact

Name _____

Email _____

Phone _____

Section 2: Reseller (if applicable)

Reseller Information

Company _____

Street _____

City _____

State _____

Country _____

Zip Code _____

Reseller Contact

Name _____

Email _____

Phone _____

Section 3: Payment

Payment Method

Please check one.

☐

Check

☐

ACH (EFT)

☐

Wire Transfer

Require Purchase Order (PO)?

Does your Accounts Payable department require a PO number be referenced on invoices?

☐

Yes

☐

No

If yes, we require a copy of the PO before we can send an invoice.

Vendor Portal

Do you want to receive invoices through a vendor portal?

☐

No

☐

Yes-Coupa

☐

Yes-Ariba

If yes, invoices must be submitted through a vendor portal & not via email. We only use Coupa and Ariba.

Section 4: License

Online License Agreement

You must sign our EULA agreement online before databases can be released to you.

Please sign by [clicking here](#).

License Signed By:

Please print clearly.

This form must be submitted to the MaxMind Sales representative who is handling your order.