



DECEASED PROCESSING SERVICE AGREEMENT

Anchor Computer, Inc. ("Anchor") requires that each of its clients execute this Deceased Processing Services Agreement ("Agreement") prior to the commencement of DECEASED PROCESSING Services by Anchor. The term of this Agreement is for the period of one (1) year from the date executed by Client, and a new Agreement must be executed annually, if Client wishes to continue to utilize Anchor's DECEASED PROCESSING Services.

I hereby acknowledge (a) that I have received and reviewed the DECEASED PROCESSING SERVICE TERMS AND CONDITIONS, incorporated into this Agreement as Attachment 1, (b) to Client relevant requirements of the US Department of Commerce Limited Access Death Master File Subscriber Certification Form, incorporated into this Agreement as Attachment 2, and (c) to Client relevant requirements of the US Department of Commerce Limited Access Death Master File Non-Federal License Agreement for Use and Resale, incorporated into this Agreement as Attachment 3. Also included is Attachment 4 - Important Information- Mandatory Requirements Death Master File from the US Department of Commerce.

Client agrees to be responsible for any and all penalties that may be imposed on itself or Anchor as a result of Client's misuse of the results of Deceased Processing Services provided by Anchor. Such penalties may be imposed by the (a) the US Department of Commerce, or (b) any other Government Agency, or (c) any third party, or (d) due to any changes made by the US Department of Commerce, or (e) due to any other rules or laws that exist or may be established in consideration of DECEASED PROCESSING SERVICES.

By signing below, I confirm: (i) that I am at least eighteen (18) years of age with full authority to execute this Agreement as an authorized representative of the client on behalf of the client. (ii) that the Client understands and accepts the provisions of the all provisions and attachments of this Agreement.

Client Name (please print) _____

Individuals Name (please print) _____

Signature _____

Title _____ Date _____

| FOR ANCHOR INTERNAL USE ONLY | | |
|------------------------------|-------------------|----------------|
| CLIENT CODE: | AGREEMENT NUMBER: | DATE RECEIVED: |
| | | |



DECEASED PROCESSING SERVICE TERMS AND CONDITIONS

Attachment 1

1. **Anchor Computer, Inc.** ("Anchor") agrees to provide Deceased Processing Services at agreed upon prices and charges, subject to the terms and conditions stated herein or on Anchor's web site, unless otherwise agreed to in writing by Anchor. For purposes of definition herein, the term "CLIENT" will be in reference to the party that provides the data files to Anchor or the party that will use the data as a result of deceased processing for the purposes of definition herein, the term "Data" shall mean the results of Deceased Processing Services.
2. Acceptance or use of the Data in any form (e.g. magnetic tape or cartridge; any printed matter whether computer generated or produced in another fashion; electronic file transfer; etc.) by CLIENT, or its third party processor (e.g., a service bureau or lettershop), acting on CLIENT's behalf or on behalf of an ultimate user of the Data, constitutes CLIENT's acceptance of, and agreement with, the terms and conditions stated herein as well as all provisions of the Agreement.
3. The Data provided is for the end user CLIENT'S use only and shall not be copied, disseminated, sublet, resold, or republished in any manner whatsoever.
4. Under no circumstances shall the Data be used: (a) for the modeling of, or determination of, consumer credit worthiness, consumer credit approval, a consumer's eligibility for employment or insurance; nor (b) to advertise, sell, or exchange any products or services that involve sexual paraphernalia, drug paraphernalia, adult products (Re: films, or recordings or magazines), weapons, credit repair services, or other illegal or illicit activities.
5. CLIENT agrees that: (a) the express purpose in connection with the Data provided by Anchor to CLIENT is solely to identify and/or delete those individual persons considered to be deceased; (b) any usage in connection with the Data shall be devoid of any reference to any selection criteria or presumed knowledge concerning any deceased person identified; (c) any Data carrying a deceased indication is prohibited for mailing and any marketing purpose based solely on the presence of the deceased identification; and (d) the source of Data shall be held in the strictest of confidence. CLIENT's use of the Data and any information derived from shall comply with all federal, state and local laws, statutes, rules and regulations, and shall be in good taste and of the highest integrity.
6. Payment is to be made by Credit Card or by establishing a commercial credit relationship (an Anchor Network Account) with Anchor. CLIENT represents and warrants that it is an authorized user of the credit card or credit information provided for each order submitted. Anchor reserves the right to reject any order placed by CLIENT if the credit card or other information provided cannot be processed for any reason whatsoever, and there shall be no liability to Anchor. In the event of changes in the specifications, schedules or materials authorized by CLIENT, any increased prices and additional charges shall be determined by Anchor and added to the agreed to prices and charges. Applicable cancellation charges will also be assessed and added. Invoices are due upon receipt. All amounts not paid within fifteen (15) days of the due date shall be subject to a service charge of the lower of one and one half percent (1½%) per month or the highest rate under applicable law effective from the invoice date. Client agrees that it shall pay any and all reasonable attorney fees, court costs and other expenses incurred in the collection of any amounts owed by client and not paid when due. Client agrees that it (and not any other party) is totally responsible for any unpaid invoice(s) unless otherwise agreed to in writing by Anchor.
7. The CLIENT and/or any third party processor are obligated to examine all Data upon delivery and to notify Anchor if any questions or problems arise. Adjustment in prices and charges cannot be made unless written notice is received by the appropriate Anchor representative within 10 calendar days after delivery of the Data.
8. Anchor shall not be responsible for, or incur any liability, as a result of delays or failures in the delivery of any Data.
9. CLIENT acknowledges that the Data delivered to CLIENT may not be 100% error free and is furnished "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF CORRECTNESS, COMPLETENESS, CURRENTNESS, PERFORMANCE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
10. ANCHOR SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ANCHOR'S NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, PROCESSING, COMMUNICATING OR DELIVERING THE DATA, DIRECTLY OR INDIRECTLY, TO CLIENT. ANCHOR'S SOLE LIABILITY AND CLIENT'S SOLE REMEDY REGARDLESS OF THE FORM OF LEGAL ACTION TAKEN BY CLIENT, WHETHER IN TORT OR CONTRACT, SHALL NOT EXCEED THE REFUND OF THE AMOUNTS, IF ANY, PAID BY CLIENT. CLIENT AGREES ANCHOR SHALL NOT BE LIABLE FOR LOST PROFITS OR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PARAGRAPH STATES ANCHOR'S ENTIRE LIABILITY AND THE CLIENT'S SOLE REMEDY FOR ANY BREACH HEREUNDER.
11. CLIENT shall indemnify, defend and hold Anchor harmless from and against any and all liabilities, damages, losses, claims, costs, and expenses (including attorneys' fees) arising from CLIENT's use of the Data.
12. Anchor reserves the right to modify or discontinue its Deceased Processing Services at any time. The Terms and Conditions herein may be amended by Anchor from time to time, and further restrictions may be added by Anchor at its sole discretion. (Anchor may modify the Terms and Conditions by posting any such changes on its web site).
13. The terms and conditions contained herein will be governed by, and construed, in accordance with the laws of the State of New York, which are intended to supersede any choice of laws or rules which might otherwise be applicable. Anchor and CLIENT consent to the jurisdiction of the courts of the State of New York, whether Federal, state, or local with respect to any actions that may arise out of, or relate to, this arrangement.
14. With respect to the subject matter hereof, this Agreement shall be the complete and exclusive agreement between Anchor and CLIENT in reference to the services provided by Anchor, unless a definitive Agreement has been executed between CLIENT and Anchor overriding the terms and conditions hereof. Any changes must be accepted in writing by Anchor before such changes become effective. Any terms and conditions contained on a purchase order or similar documentation issued by the CLIENT shall not alter any of the terms and conditions contained herein and shall be only for the internal administrative convenience of CLIENT.
15. In providing the goods and/or services as specified, Anchor will comply with all applicable federal, state and local laws and regulations.
16. CLIENT is responsible for any applicable sales or use taxes imposed upon transaction(s) rendered herein by Federal, State and Local governments and agencies.

Limited Access Death Master File Subscriber Certification Form

1. The undersigned hereby certifies that access to the NTIS Limited Access DMF (as defined in 15 CFR §1110.2) is appropriate because the undersigned (a) has (i) a legitimate fraud prevention interest, or (ii) a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, and (b) has systems, facilities, and procedures in place to safeguard such information, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and (c) agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to the undersigned.
2. In making the certification in paragraph (1) above, the undersigned states the following specific basis (must check each basis relied upon and must specify):

Fraud Prevention Interest:

Business Purpose:

Law:

Governmental Rule:

Regulation:

Fiduciary Duty:

3. The undersigned further certifies that with respect to DMF of any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death, which is received by the undersigned, the undersigned shall not: (i) disclose any information contained on the DMF with respect to any deceased individual to any person other than a person who meets the requirements of each of (a), (b) and (c) in paragraph (1); (ii) disclose any information contained on the DMF with respect to any deceased individual to any person who uses the information for any purpose other than a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty; (iii) disclose any information contained on the DMF with respect to any deceased individual to any person who further discloses the information to any person other than a person who meets the requirements of each of (a), (b) and (c) in paragraph (1); or (iv) use any information contained on the DMF with respect to any deceased individual for any purpose other than a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty.

Limited Access Death Master File Subscriber Certification Form *Continued*

4. In making the certification in paragraph (3), the undersigned states the following (must check basis relied upon and specify in the space provided):

- A** The undersigned shall not disclose any information contained on the DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death, which is received by the undersigned, to any other person; or
- B** The undersigned will disclose information contained on the DMF with respect to an individual during the three-calendar-year period beginning on the date of the individual's death, which is received by the undersigned, to another person(s) in the following manner only (must also check and complete *i.* & *ii.* below)

i. The undersigned shall ensure compliance by such other person(s) with the requirements of each of (i), (ii) and (iii) of the paragraph above as follows:

ii. The undersigned shall ensure that such other person(s) is made aware that the penalty provisions of 15 CFR § 1110.200 apply to such person(s) as follows:

5. The undersigned acknowledges that failure to comply with the provisions of paragraph (3) may subject the undersigned to penalties under 15 CFR §1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year.
6. The undersigned hereby consents to the performance by NTIS of periodic and unscheduled audits of the undersigned to determine the compliance by the undersigned with the certifications made herein.
7. If the undersigned makes this certification on behalf of a partnership, corporation, association, or public or private organization, then the undersigned hereby represents and warrants that the undersigned is authorized to make this certification on behalf of, and to bind, such partnership, corporation, association, or public or private organization.
8. The undersigned hereby declares that all certifications and statements made herein of the undersigned's own knowledge are true and that all certifications and statements made on information and belief are believed to be true; and further that these certifications and statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001. The undersigned hereby acknowledges that any willful false certification or statement made herein is punishable under 18 U.S.C. §1001 by fine or imprisonment of not more than five (5) years, or both.

Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale

This Agreement is entered into between the National Technical Information Service (NTIS), U.S. Department of Commerce, and [Enter Licensee's Name], hereinafter referred to as "Licensee."

- 1. SCOPE:** For purposes of this Agreement, Licensee is considered a Subscriber and must execute and submit the Subscriber Certification Form in order to become a Certified Person. If Licensee does not have a current Death Master File (DMF) subscription in place with NTIS, Licensee agrees to pay to NTIS an annual fee, as set forth in Attachment A, in consideration for which NTIS agrees to provide Licensee with the Limited Access DMF, as defined in 15 CFR § 1110.2, for Licensee's use in accordance with the terms of this Agreement. NTIS also grants to Licensee a non-exclusive, non-transferable right to make the Limited Access DMF available for use only to Licensee's employees, contractors, subcontractors, and for resale only to customers, all of whom Licensee must determine meet the requirements to be a Certified Person as set forth in regulations found at 15 CFR § 1110.2.
- 2. AUTHORITY:** NTIS is authorized to enter into this Agreement and receive funds under 15 U.S.C. §§ 1153 and 3704b note. NTIS is authorized to perform the services detailed in this Agreement, including providing the Limited Access DMF to Licensee, pursuant to 15 U.S.C. § 3704b and 15 U.S.C. §§ 1151-1157. In addition, NTIS is authorized to establish a certification program under which persons may obtain immediate access to the Death Master File (DMF), pursuant to § 203 of the Bipartisan Budget Act of 2013.
- 3. REQUIREMENTS FOR LICENSEES:**
 - (a)** Licensee must at all times during this Agreement be a Certified Person as defined in 15 CFR 1110.2.
 - (b)** Licensee agrees that beginning on the effective date of this Agreement, all provisions of this Agreement apply to any and all Limited Access DMF provided to Licensee by NTIS under this Agreement.
 - (c)** Should any of the information to which it certified on the Subscriber Certification Form change during the term of this Agreement, Licensee agrees to notify NTIS of the change and whether Licensee believes the change results in loss of Licensee's status as a Certified Person, in writing, immediately, but in no event later than 24 hours after Licensee becomes aware of the change.
 - (d)** Should Licensee cease to be a Certified Person during the term of this Agreement, Licensee agrees to destroy all Limited Access DMF provided to NTIS under this Agreement and will certify to NTIS in writing that is has destroyed all such DMF.
 - (e)** Licensee must include in all contracts and agreements with others under which Licensee will give access to the Limited Access DMF, provisions that require the recipients of the Limited Access DMF (Recipients) to comply with the terms of this Agreement and the requirements of 15 CFR Part 1110, and that require the Recipients to flow down those provisions in any subsequent contracts or other agreements of recipients for access to the Limited Access DMF;
 - (f)** Licensee agrees that if it uses the DMF on a continuing basis it must, after receiving an updated complete DMF, keep that file updated by continually purchasing and incorporating all regular updates (new deaths/changes/deletions), beginning with the same month as the original file.
 - (g)** Licensee agrees to be subject to audit by NTIS to determine Licensee's compliance with the requirements of 15 CFR Part 1110. Licensee agrees that NTIS may conduct periodic and unscheduled audits of the systems, facilities, and procedures of Licensee relating to Licensee's safeguards for, access to, and use and distribution of, Limited Access DMF, during regular business hours. Licensee understands and agrees that failure to cooperate with any NTIS audit may result in immediate termination of this Agreement.

Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale

(h) Licensee agrees to retain a list of all employees, contractors, subcontractors, and customers to which it provides Limited Access DMF and to make that list available to NTIS as part of any audits conducted under paragraph (g) above.

4. AUTHORIZED PURPOSES: The rights granted to Licensee under this Agreement are solely for Authorized Purposes. Authorized Purposes are:

- (a) **Internal Use:** Licensee may allow employees of the Licensee organization to search, retrieve, display, download and process data from the Limited Access DMF through Licensee's or Licensee's contractors' or partners' computer system for the Licensee organization's own internal needs;
- (b) **Access:** Licensee may combine or integrate the Limited Access DMF with other software or technology that Licensee owns or is authorized to use in order to make it easier for Licensee's customers to search the Limited Access DMF and retrieve information from it;
- (c) **Customized Information Products:** Licensee may derive information from the Limited Access DMF and make that information available to its customers that meet the requirements of a Certified Person. Licensee must inform NTIS of all subsequent value-added products that are created using the Limited Access DMF. To the extent possible, Licensee should include in such information products the following attribution: "Limited Access Death Master File, NTIS, U.S. Department of Commerce".
- (d) **Backup:** Licensee may make a backup copy of the Limited Access DMF provided to it under this Agreement.

5. PROHIBITED PURPOSES: Except as provided in paragraph 4. above, Licensee may not

- (a) sublicense, transfer, assign, or otherwise convey any rights under this Agreement without NTIS's prior approval;
- (b) make the Limited Access DMF visible, searchable, harvestable, or in any way discoverable on the World Wide Web;
- (c) make duplicates, distribute, sell, commercially exploit, create derivative works from, or otherwise make available the Limited Access DMF or information contained therein, in any form or medium, to any third party;
- (d) assert or authorize anyone to assert any proprietary rights to the Limited Access DMF in whole or in part or to represent the Limited Access DMF or any part of it as other than a United States Government Database;
- (e) alter the specific data elements contained in Limited Access DMF or compromise its integrity, or authorize anyone else to do so, but Licensee may reformat the Limited Access DMF; or
- (f) make the Limited Access DMF in any form available to Licensee's employees, contractors, subcontractors, or customers who do not meet the requirements to be a Certified Person as set forth in 15 CFR 1110.102.

6. SECURITY: In order to safeguard the Limited Access DMF provided to Licensee under this Agreement, Licensee agrees that:

- (a) Licensee will at all times have security provisions in place to protect the Limited Access DMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Licensee represents that it currently has, and will maintain for the term of this Agreement, systems, facilities, and procedures in place to safeguard all Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of Limited Access DMF, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Licensee, and agrees to audits as set forth in this Agreement.

Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale

- (b) Licensee understands that any successful attempt by any person to gain unauthorized access to or use of the Limited Access DMF from Licensee may result in immediate termination of this Agreement. In addition, any successful attempt by any person to gain unauthorized access may under appropriate circumstances result in penalties as prescribed in 15 CFR §1110.200 levied on both Licensee and the person attempting such access. Licensee will take appropriate action to ensure that all persons accessing the Limited Access DMF from Licensee are aware of their potential liability for misuse or for attempting to gain unauthorized access. Any such access or attempted access is a breach or attempted breach of security and must immediately be reported to NTIS at dmfcert@ntis.gov.
- 7. PAYMENT:** If Licensee does not have a current DMF subscription in place with NTIS, Licensee agrees to pay applicable fees in advance. A fee schedule is attached as Attachment A to this Agreement. NTIS reserves the right to change any fees set forth in Attachment A, to establish new fees or to waive fees during the term of this Agreement by giving Licensee 90 days advance notice.
- 8. PENALTIES:** Licensee acknowledges that failure to comply with the provisions of paragraph (3) of the Subscriber Certification Form may subject the Subscriber to penalties under 15 CFR 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year.
- 9. LIABILITY:** The U.S. Government/NTIS (a) makes no warranty, express or implied, with respect to information provided under this agreement, including, but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assumes no liability for any direct, indirect or consequential damages flowing from any use of any part of the Limited Access DMF, including infringement of third party intellectual property rights; and (c) assumes no liability for any errors or omissions in Limited Access DMF. Subscriber hereby waives, relinquishes and releases the U.S. Government/NTIS from any claim for damage or injury arising from its acquisition or use of the Limited Access DMF or in any products derived therefrom.
- Without limiting in any way the scope and breadth of the foregoing, the parties acknowledge that the Limited Access DMF has inaccuracies and that NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, do not guarantee the accuracy of the Limited Access DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person on the Limited Access DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. Licensee shall include this notification in any sales or usage agreement it enters into with third-parties for the resale of the Limited Access DMF or products derived therefrom. (*See Attachment B.*)
- 10. INDEMNIFICATION AND HOLD HARMLESS:** Licensee shall indemnify and hold harmless the U.S. Government/NTIS from all claims, liabilities, demands, damages, expenses, and losses, whether sounding in tort, contract or otherwise, arising from or in connection with Licensee's, Licensee's employees, contractors, subcontractors, or Licensee's customers' use of the Limited Access DMF. This provision shall survive termination of this Agreement and will include any and all claims or liabilities arising from intellectual property rights.
- 11. GOVERNING LAW:** This Agreement will be governed by applicable Federal law.
- 12. TERM AND AMENDMENTS:** This agreement is effective on the last date of signature by the parties below and will remain in effect for one year or, if Licensee has a current DMF subscription in place with NTIS, the subscription expiration date, whichever is earlier. This Agreement may be renewed on an annual basis by written amendments signed by both parties for up to five years, contingent upon Licensee executing the current version of the Subscriber Certification Form annually and fulfilling any and all other requirements set forth in NTIS regulations found at 15 CFR part 1110. This Agreement may be amended at any time by a written amendment signed by both parties. Licensee must be a Certified Person throughout the term of this Agreement, and subscription will be immediately terminated if Licensee loses status as a Certified Person.

Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale

13. TERMINATION: Either party may terminate the Agreement by giving the other 90 days written notice. If Licensee terminates, Licensee will not receive any refund, proration or abatement of any fees paid to NTIS. If NTIS terminates, Licensee will receive a refund for the unused portion of the Annual Fee unless Licensee is in breach of this Agreement, or has violated 15 CFR part 1110, in either case as determined by NTIS. Upon termination of this Agreement by either party, Licensee agrees to destroy all Limited Access DMF provided to Licensee by NTIS under this Agreement and will certify to NTIS in writing that is has destroyed all such **Limited Access DMF**.

14. RESOLUTION OF DISAGREEMENTS: Should disagreements arise on the interpretation of the provisions of this Agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

Both parties agree that all claims, disputes, and/or causes of action arising under or related to this Agreement, not resolved in the dispute resolution process, shall be brought in a court/forum of competent Federal jurisdiction.

15. CONTACT INFORMATION:

A. Program Management:

| Subscriber | Primary | Alternate |
|---------------|---------|-----------|
| Contact Name | | |
| Organization | | |
| Address | | |
| Phone Number | | |
| Fax Number | | |
| Email Address | | |
| NTIS | Primary | Alternate |
| Contact Name | | |
| Organization | | |
| Address | | |
| Phone Number | | |
| Fax Number | | |
| Email Address | | |

Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale

B. Financial:

| Subscriber | Primary | Alternate |
|---------------|---------|-----------|
| Contact Name | | |
| Organization | | |
| Address | | |
| Phone Number | | |
| Fax Number | | |
| Email Address | | |
| NTIS | Primary | Alternate |
| Contact Name | | |
| Organization | | |
| Address | | |
| Phone Number | | |
| Fax Number | | |
| Email Address | | |

Important Information-Mandatory Requirements Death Master File

IMPORTANT INFORMATION - MANDATORY REQUIREMENTS DEATH MASTER FILE

TO ALL SUBSCRIBERS PURCHASING THE SOCIAL SECURITY ADMINISTRATION'S (SSA) DEATH MASTER FILE (DMF):

As a result of a court case under the Freedom of Information Act, SSA is required to release its death information to the public. SSA's DMF contains the complete and official SSA database extract, as well as updates to the full file of persons reported to SSA as being deceased. However, you, as a subscriber/purchaser of SSA's DMF, are advised at the time of initial purchase that the DMF does have inaccuracies and **SSA DOES NOT GUARANTEE THE ACCURACY OF THE DMF FILE**. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person on this file is not proof that the individual is alive. Further, in rare instances it is possible for the records of a person who is not deceased to be included erroneously in the DMF. If an individual seeing your copy of the DMF has a complaint that they find erroneous data/death information on that DMF, you should advise them to follow the procedures listed below. In fact, **you should be providing the information below in your publication, if any**, of the DMF:

ERRORS - If an individual claims that SSA has incorrectly listed someone as deceased (or has incorrect dates/data on the DMF), the individual should be told to contact their local Social Security office (with proof) to have the error corrected. The local Social Security office will:

- (1) make the correction to the main NUMIDENT file at SSA and give the individual a verification document of SSA's current records to use to show any company, recipient/purchaser of the DMF that had the error; OR,**
- (2) find that SSA already has the correct information on the main NUMIDENT file and DMF (probably corrected sometime prior), and give the individual a verification document of SSA's records to use to show to any company subscriber/purchaser of the DMF that had the error.**

In the latter case (2 above), the DMF subscriber (you) probably received the incorrect death data sometime prior to the correction of SSA's main records. (The only way you can now get an updated DMF with the correction would be to again purchase the entire DMF file and keep it current with all of the MONTHLY OR WEEKLY UPDATES - See MANDATORY REQUIREMENTS below.) You should accept proof from the individual (his/her own records or the verification s/he received from the local Social Security office) and correct your copy of the DMF. You should also notify any organization to which you sold the DMF that this correction needs to be made.

MANDATORY REQUIREMENTS:

It is mandatory that all subscribers of the DMF intending to use its data on a continuing basis must, after receiving an updated complete **DMF FULL FILE**, keep that file updated by continually purchasing all **MONTHLY OR WEEKLY UPDATES** (NEW DEATHS/CHANGES/DELETIONS), beginning with the same month as the Full File. If you are not meeting SSA's requirements because you are not receiving the **MONTHLY OR WEEKLY UPDATES ON A CONTINUING BASIS** immediately after receiving the **FULL FILE**, then you are **NOT** keeping your DMF up-to-date with SSA's records. Thus, you are working with a DMF with an increased number of unnecessary inaccuracies and possibly adversely affecting an increased number of individuals. **NO ONE IS TO SELL THE DMF WITHOUT REQUIRING CONTINUOUS SUBSCRIBERS TO ADHERE TO THIS MANDATORY REQUIREMENT FOR KEEPING THEIR DMF UP-TO-DATE.**

YOU, AS A DMF SUUSCRIBER, ARE REMINDED THAT YOU SHOULD NOT TAKE ANY ADVERSE ACTION AGAINST ANY INDIVIDUAL WITHOUT FURTHER INVESTIGATION TO VERIFY THE DEATH, LISTED.

If you, as a subscriber to SSA's DMF are making available/selling SSA's DMF information to others, you **MUST ALSO PROVIDE THEM WITH A COPY OF THIS NOTICE.**

NOTE: DO NOT TELL ANYONE TO CONTACT NTIS OR SSA HEADQUARTERS FOR CORRECTIONS! CORRECTIONS MUST BE MADE AT THE LOCAL SOCIAL SECURITY OFFICE SERVICING THE INDIVIDUAL.