



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 that I have received and reviewed the:

(a) DECEASED PROCESSING SERVICE TERMS AND CONDITIONS, incorporated into this Agreement as Attachment 1

(b) Client relevant requirements of the US Department of Commerce Limited Access Death Master File – Attachment 2

(c) Mandatory Requirements of the US Department of Commerce Limited Access Death Master File – Attachment 3.

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 twenty-one (21) 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.

Company Name (please print) _____

Company Address (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.



**Client Requirements of the US Department of Commerce Limited Access Death Master File
Attachment 2**

1. The undersigned hereby certifies that the deceased data will be used in an appropriate manner and (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:

Fraud Prevention

We will use the deceased data to suppress mail, phone or email communications by removing deceased individuals from lists, hereby eliminating the communication to deceased individuals. By removing the deceased individuals from receiving the marketing communication will minimize the fraud by criminals who seek to register for services and products under the name of the deceased (i.e.: identity theft, credit card fraud, insurance fraud, etc.)

3. The undersigned further certifies that with respect to information 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 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 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 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.

4. 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.

5. 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.

6. 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.



**Mandatory Requirements of the US Department of Commerce Death Master File
Attachment 3**

TO ALL SUBSCRIBERS PURCHASING THE SOCIAL SECURITY ADMINISTRATION'S 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 Death Master File (DMF) contains the complete and official Social Security Administration (SSA) database extract, as well as updates to the full file of persons reported to SSA as being deceased. SSA authorizes the use of this database as an identity verification tool. 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 Death Master File (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 to 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 on 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 (their 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 organizations 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 FULLFILE** keep that file updated by continually purchasing all **MONTHLY OR WEEKLY UPDATES** (NEW DEATHS/CHANGES/DELETIONS), beginning with the same month as the FullFile. 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 **FULLFILE**, 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 SUBSCRIBER, 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.

