

TERMS AND CONDITIONS NOTICE

A CONTRACT between the Submitting Party and ML Research Group (“MLRG”) is formed upon receipt of a REQUEST FORM by ML Research Group. The Terms and Conditions of the Contract are set out and governed by the Terms and Conditions and Fee Schedule. Any Request received is assumed to have been submitted under the authority and supervision of the principal of the Submitting Party. Submission of a Request signifies agreement to all Terms and Conditions of the Contract.

RIGHT TO AMEND

MLRG may amend these Terms and Conditions at any time by posting an amended version on its website. Any prior version of the Terms and Conditions is superseded and replaced by the most recent publication of these Terms and Conditions.

LEGAL VENUE

THE TERMS AND CONDITIONS of this Contract shall be construed, interpreted and enforced in accordance with the applicable laws of the State of Arizona. If any legal action is necessary to enforce the Terms and Conditions of the Contract, the parties agree that the jurisdiction and venue for bringing such action shall be in the appropriate court in Maricopa County, Arizona. The requestor agrees to accept service of any action to enforce the Terms and Conditions of the Contract via email or United States Postal Service. The prevailing party in any action to enforce the Terms and Conditions of the Contract shall collect all reasonable costs and expenses incurred in such action, including, but not limited to, attorney’s fees.

DEFINITIONS

INSURER shall be defined as the Carrier, Agent, Broker or a Defendant who is found to be Self Insured.

DATE OF LOSS shall be defined as the date provided on the Request Form. However, if a loss period is given, then the loss date shall be defined as any date during the reported loss period.

POLICY EXISTENCE/IDENTIFYING THE INSURER shall be defined as providing the Submitting Party with a name, address and telephone number of the Insurer insuring the named Defendant on the loss date specified. Should the Insurer no longer be in business, MLRG will report the Insurer name and last known address on record when their business operations ceased.

CANCELLATION shall be defined as the termination or cancellation of any Request at any point following receipt of the Request.

PROCESS

REQUEST FORMS should be transmitted only one time and via only one means (E.g. email, fax, mail, etc.). Each Request received is assigned a unique case number and will be processed and billed individually. It is the Submitting Party’s responsibility to ensure that duplicative or substantially similar Requests are not submitted. MLRG does not verify that each Request submitted is unique. Disputes of fees resultant of duplicative Requests will not be entertained.

SEARCHES ARE PERFORMED under the Defendant name(s) only. Policies found may or may not cover the target vehicle or property owned/operated by the Defendant. The Submitting Party will be invoiced in accordance with the Fee Schedule.

STANDARD TURNAROUND time for research is approximately fifteen (15) business days. All results will be sent to the Submitting Party immediately upon completion of our research with the associated invoice.

WHEN REQUESTING THE POLICY LIMITS TRACE of an established policy, the Submitting Party must include the policy number and/or claim number and ANY correspondence from the Insurance Carrier.

TERMS AND CONDITIONS NOTICE, Continued

FEES & BILLING

PAYMENT TERMS are net fifteen (15) days. The fifteen (15) days begins from the date the report and invoice are produced by MLRG. Invoices not paid within twenty (20) days are subject to a ten dollar (\$10) penalty. Invoices not paid within ninety (90) days may result in collections actions and the pursuit of legal remedies that may be available.

PAYMENT of invoices/fees is accepted via check or money order only.

IN SITUATIONS WHERE INCOMPLETE OR INACCURATE information has been provided to MLRG with submission of the Request, MLRG will do its best to notify the Requesting Party of any additional fees that may become applicable as a result.

POLICY EXISTENCE TRACES **are not** conducted on a “no-find, no-fee” basis. A \$25 Processing Fee applies regardless of outcome. FEES QUOTED on the Request Form and Fee Schedule are per policy researched and will apply where a policy or a Self Insurer fails to provide coverage, for any reason (i.e. policy exclusions); unless the reported policy or Self Insurance was not in effect on the date of loss.

SHOULD ONLY PART OF THE INFORMATION REQUESTED BE OBTAINED, the invoice will only be for that portion of the Request. (i.e. the Request is to identify the policy existence, policy number and policy limits. However, if only the Insurer is identified, the invoice will be for only the portion of information provided.)

THERE IS NEVER A CHARGE if policy limits cannot be identified on the date of loss. However, when only a policy limits search is requested, MLRG assumes that the Requesting Party has already confirmed that the policy was in effect on the date of loss. Policy limits will be reported as they were on the date of loss. If the policy is found to have not been in effect, the policy limits will be reported as ZERO (0). Fees will apply regardless. The only time there will not be an invoice for a LIMITS ONLY search, is if MLRG is unable to obtain the limits of the policy that was indeed in effect on the date of loss.

ALL RUSH requests are placed ahead of all NON RUSH requests, however, the RUSH fee is waived when the Requested information is not obtained or if the research has taken in excess of ten (10) business days. SUPER Rush requests are typically completed within two (2) business days and cannot be cancelled. RUSH fees are charged per Defendant.

CANCELLATION of a submitted Request will result in a \$100 Cancellation fee. Cancellations or any changes to the initial Request must be made in writing. Verbal Requests cannot be accepted.

TO AVOID BEING INVOICED for policies already known to exist, please indicate the policy information on the Request Form when submitting your Request. MLRG has no way of knowing what policy(s), if any, the Requesting Party is aware of, unless they are made known at the time of the Request submission. Policies noted on police reports are not considered valid policies, so they are not interpreted as known policies unless MLRG is specifically advised that they are valid and asked that they be excluded from the results.

DISPUTES OF RESULTS AND/OR FEES must be made in writing and must include documentation from the Insurer which illustrates an alleged discrepancy. Notice of a dispute must be received within ninety (90) days from the date of the invoice. Disputes brought after this period will not be entertained. MLRG reserves the right to provide a revised or amended report in response to any dispute at its sole discretion. Should a revision or amendment of the report be unavailable, compensation resultant of any dispute will be limited to either a void/wavier of the specific invoice, if unpaid, or refund of paid fees as calculated by the Fee Schedule.

DISCLAIMER

ML Research Group uses reasonable care to obtain accurate and up to date information from sources considered reliable. It is believed that all information provided is accurate, however, ML Research Group makes no warranty or guarantee, either expressed or implied, that the information provided herein is correct as the information has been obtained from supplementary sources. The Requesting Party should also use reasonable care and utilize other sources of information that are available. Legal, strategic, and/or financial decisions should not be based solely upon the information provided herein.