

# Contract for Limited Privileges and Limited Usage: Identity Information User License Agreement (IIULA)

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## IDENTITY INFORMATION USER LICENSE AGREEMENT

PLEASE READ THIS IDENTITY INFORMATION "CONTRACT FOR LIMITED PRIVILEGES AND LIMITED USAGE: IDENTITY INFORMATION USER LICENSE AGREEMENT" ("CONTRACT", "LICENSE", "IIULA" [PRONOUNCED "TO-la"]) CAREFULLY BEFORE ACCEPTING THE IDENTITY INFORMATION. THIS IDENTITY INFORMATION USER LICENSE AGREEMENT IS A LEGAL AGREEMENT (A CONTRACT) BETWEEN YOU (INCLUDING INCLUSIVELY ANY POSSESSORS AND OWNERS AND SUBCOMPONENTS AND EMPLOYEES AND BEING AN INDIVIDUAL PERSON AND/OR ORGANIZATION AND/OR ENTITY, AND/OR REPRESENTATIVE AND/OR HEIR AND/OR ASSIGNEE AND/OR ASSIGNOR AND/OR SUBCOMPONENTS AND/OR EMPLOYEES THEREOF, WHO WILL BE REFERRED TO IN THIS IIULA AS "YOU" ("YOUR") OR "LICENSEE") AND THE "DESCRIBED INDIVIDUAL" (WHO WILL BE REFERRED TO IN THIS IIULA AS "LICENSOR") WHOM THE IDENTITY INFORMATION DESCRIBES, WHICH INCLUDES ASSOCIATED MEDIA (THE IDENTITY INFORMATION IN ALL FORMS), AND ALL INFORMATION PURPORTING TO DESCRIBE OR PERTAIN TO LICENSOR REGARDLESS OF ACCURACY OR TRUTHFULNESS. YOU AGREE TO BE BOUND BY THE TERMS OF THIS IIULA BY ACCEPTING OR ACQUIRING OR USING OR RECORDING OR COPYING OR TRANSMITTING OR RECEIVING OR COLLECTING OR DISSEMINATING OR DISTRIBUTING OR BY EACH MINUTE OF POSSESSING OR RETAINING THE IDENTITY INFORMATION IN WHOLE OR IN ANY PART OR FORM, AND YOU ASSERT AND RATIFY YOUR AGREEMENT TO THIS LICENSE WITH EACH ACCEPTANCE OR ACQUISITION OR USAGE OR RECORDING OR COPYING OR TRANSMISSION OR RECEPTION OR COLLECTION OR DISSEMINATION OR DISTRIBUTION OR WITH EACH MINUTE OF POSSESSION OR RETENTION OF THE IDENTITY INFORMATION IN WHOLE OR IN ANY PART OR FORM. YOU AGREE TO RETAIN THIS IIULA IN THE COMPANY OF THE IDENTITY INFORMATION, AND YOU AGREE THAT ANY DISCLOSURES OF THE IDENTITY INFORMATION OR PORTIONS THEREOF THAT YOU MAKE WILL ONLY BE THOSE AUTHORIZED IN ACCORDANCE WITH THIS IIULA AND REMAINING SUBJECT TO THIS IIULA AND WILL BE ACCOMPANIED BY A COPY OF THIS IIULA, AND YOU AGREE THAT YOU ACQUIRE THE IDENTITY INFORMATION ONLY IN THE COMPANY OF THIS IIULA, AND YOU AGREE THAT YOU WILL PROTECT AND DEFEND LICENSOR'S RIGHTS IN THE IDENTITY INFORMATION AT ALL TIMES AGAINST YOURSELF AND ANY AND ALL OTHER PARTIES AND YOU AGREE THAT YOU SURRENDER ALL RIGHTS AND PRIVILEGES AND INTERESTS THAT CONFLICT WITH THIS IIULA OR THAT CONFLICT WITH ANY RIGHT OF LICENSOR IN THE IDENTITY INFORMATION. IF YOU DO NOT AGREE, DO NOT ACCEPT OR ACQUIRE OR USE OR RECORD OR COPY OR TRANSMIT OR RECEIVE OR COLLECT OR DISSEMINATE OR DISTRIBUTE OR POSSESS OR RETAIN ANY PART OR FORM OF THE IDENTITY INFORMATION OR ANY PORTION THEREOF. HEREINAFTER YOUR ACCEPTANCE AND/OR ACQUISITION AND/OR USAGE AND/OR RECORDING AND/OR COPYING AND/OR TRANSMISSION AND/OR RECEPTION AND/OR COLLECTION AND/OR DISSEMINATION AND/OR DISTRIBUTION AND/OR EACH MINUTE OF POSSESSION AND/OR EACH MINUTE OF RETENTION OF THE IDENTITY INFORMATION IN WHOLE OR IN ANY PART OR FORM MAY BE REFERED TO INCLUSIVE BY ANY SINGLE ONE OR MORE OF THESE OR SIMILAR TERMS, OR BY THE TERMS "USE", "USAGE", "USING", OR THE LIKE.

## LICENSE

The Identity Information, whether spoken or in electronic form or on paper or disk or recording or on any other media or in any other form (collectively the "Identity Information"), are Licensed, not sold or gifted, to you. The Identity Information and any portion thereof remains the sole property of Licensor, and remains Licensor's at all times. The Identity Information copy(ies) that this License and/or the law grants you any privileges to make and/or transmit are subject to this License. Any such subsequent disclosure(s) of the Identity Information or any portion(s) thereof and the recipient(s) thereto are subject to this License and you must provide a copy of this License with such disclosure(s). Any copy(ies) of the Identity Information obtained unaccompanied by copy(ies) of this License are wholly unauthorized, illegal, pirated, stolen copies prohibited to you and/or any other party, and subject to additional penalties for such unauthorized acquisition and/or use and/or possession pursuant to this License and the law. You aver that you are required by this License to maintain a complete log, and you stipulate that you will maintain a complete log, and that such log will be provided to Licensor upon demand, and that such required and maintained and available log: records all accesses, by you and/or any other parties, to the Identity Information in your possession, fully identifies the accessor(s), the reason(s) for the access, the specific information accessed, the date and time and duration of such access, and any usage(s) or copy(ies) or dissemination(s) made of the information, and the nature and value of any goods or services or any act or thing or commodity of any nature whatsoever received by you in exchange for your disclosure of the Identity Information. You further aver that this License requires you to maintain documented and complete historical provenance for the Identity Information in your possession, disclosing each preceding source in chronological succession, and demonstrating that each preceding transfer was properly and fully authorized by this License and Licensor; you stipulate that you will maintain such provenance documentation in the company of the Identity Information and this License at all times.

## NOT FOR RESALE/NON-PUBLIC INFORMATION

The Identity Information and any portion thereof is "Not for Resale" or "NFR," and may not be sold or otherwise transferred for value, or used for any purpose. The Identity Information is non-public information in whole and in any and every part and is not authorized for public disclosure by you at any time or for any reason. Disclosure to ANY third party not a direct participant in any transaction or business between you and Licensor constitutes public disclosure and is prohibited at all times.

## IDENTITY INFORMATION

All of the Identity Information, in whole or in part, pertaining to Licensor or describing Licensor, or purporting to do so whether accurate or truthful or not, as Licensor determines, is subject to this License. This includes, but is not limited to (this is an examples list, not restrictive, list), as applicable: Name(s); Birthdate(s); Age(s); Height(s); Weight(s); Sex(es); Gender(s); Physical Description(s); Biometry(ies); DNA; Photograph(s); Graphical Representation(s); Name(s) of Relative(s); Social Security Number(s); Driver's License Number(s); Passport Number(s); Telephone Number(s); Address(es) of any kind; Place(s) of Origin; Birthplace(s); Marital or Relationship Status(es); Parental Status(es); Income(s); Health Condition(s); Account Number(s) of any kind; Identification Number(s) and/or Letter(s) and/or Alphanumeric or Symbolic Representation(s) of any kind; Identifying Number(s) and/or Letter(s) and/or Alphanumeric Representation(s) of any kind; Password(s); Signature(s); History(ies) of any kind; Ethnicity(ies); Race(s); Religion(s); any media or equipment or structure or real property or personal property or holding or material interest or infrastructure containing or holding or transferring or having transferred the Identity Information in whole or in part or in any form.

## CHANGES AND UPGRADES

To use the Identity Information identified as a change or upgrade, you must first be Licensed for the Identity Information identified by Licensor as eligible for the change or upgrade. The change or upgrade Identity Information must appear as original, and may not be cross-referenced to the previous/former Identity Information. After completing the change or upgrade you may no longer use or record or copy or transmit or disseminate or distribute or possess or retain the original Identity Information or any portion or form thereof that formed the basis for your change or upgrade eligibility. You assert that you are fully aware that usurping or arrogating or dishonoring any changes or upgrades to the Identity Information that Licensor might choose to make, and based upon Licensor's simple declaration to you of such, and/or that crosslinking or crossreferencing or disclosing any conjunctions of previous or former Identity Information or any portion or form thereof with change or upgrade Identity Information or any portion or form thereof, or the threat to do so, violates this License and the law and incurs Contractual Identity Fee(s), and constitutes civil and criminal violations, including violations of P.L. 93-579, P.L. 104-191, 5 U.S.C. § 522a, 20 U.S.C. § 1232(g), 42 U.S.C. § 405, 42 U.S.C. § 1320, 18 U.S.C. §§ 241, 242, 245, 371, 659, 666, 1001, 1028, 1035, 1341, 1343, 1346, 1347, 1512, 1905, 1951, 1952, 1957, 1961-1968, 2314, 2315, et. al., as applicable, and is a materially significant perpetration rendering any other contract between you and Licensor untenable and renders Licensor's obligations thereto invalid and null and void and unenforceable, and that your payment of Contractual Identity Fee(s) in no way mitigates these or any other civil or criminal liabilities that may be applied to you. You acknowledge and assert your agreement: that the exercise of control over, and the enactment of changes and upgrades to, any individual's own Identity Information is a Human Right AND a Civil Right; and, before acceptance of the Identity Information or any portion or form thereof, that you will not usurp or arrogate or breach this Human Right AND Civil Right or Licensor's exercise of this right or Licensor's privacy about any such change or upgrade, regardless of when or how such change or upgrade may be or have been executed by Licensor at any time in the past, present or future. You aver and stipulate, and additionally admit knowing, that the U.S. Supreme Court has ruled that it is proper for an individual to be known by any identity chosen at will as if that chosen identity had been held and used exclusively from birth, and that any former identity information is irrelevant and immaterial to all legal purposes and ends; and that it is proper for no knowledge whatsoever of such former identity information to be known, held, used or disclosed by any business, governmental body, organization or community; and that such privacy is the rule of law protected by the U.S. Constitution (*Christianson v. King County* (S Ct. 1915)). Further, should Licensor have no ongoing business with you, you aver that you have no need for any continuing possession of the Identity Information, updated or former, and that any privileges to accept or acquire or use or record or copy or transmit or receive or collect or disseminate or distribute or possess or retain the Identity Information or any portion or form thereof permitted to you by this License and/or the law shall automatically expire immediately after the last business transaction between us and that you immediately cease to be eligible for any privileges to the Identity Information in whole or any form or part. You aver that contravention of these or any other rights Licensor has constitutes an open and arrogant and knowing defiance of the law and Licensor's stated exercise of Licensor's rights and is: sociopathic behavior in the strictest clinical sense; a knowing affront and endangerment of Licensor's personal safety; a direct perpetration of harm to Licensor's personal well-being; and, action taken strictly in service to "enemies of freedom" and an egregious high crime against this society of personal freedoms and democratic principles committed in knowing service to those who have sworn to destroy democracy and freedom.

## IMPORTANT PRIVACY ACT NOTICE

*"It shall be unlawful for any Federal, State or local government agency to deny to any individual any right, benefit, or privilege provided by law because of such individual's refusal to disclose his social security account number." (P.L. 93-579 § 7(a)(1)). "Any Federal, State, or local government agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by what statutory or other authority such number is solicited, and what uses will be made of it." (P.L. 93-579 § 7(b)). P.L. 93-579 (Privacy Act) guarantees that individuals may exercise the right to keep Social Security Number information private and confidential without retaliation and denial of any service or benefit. Some individuals and agencies soliciting Social Security*

Numbers plead ignorance of the laws that they are responsible for abiding and enforcing, including the Privacy Act. This notice deprives you and/or any other entity or person receiving or handling or viewing the Identity Information of that ignorance. Any threat of denial of service or benefit for refusing to provide such "voluntary disclosure" violates P.L. 93-579; P.L. 104-191; 5 U.S.C. § 522a; 20 U.S.C. § 1232g; 42 U.S.C. § 405; 42 U.S.C. § 1320; 18 U.S.C. §§ 241, 242, 245, 371, 641, 654, 659, 666, 1001, 1028, 1035, 1341, 1343, 1346, 1347, 1512, 1905, 1951, 1952, 1957, 1961-1968, 2314, 2315; et. al.; as applicable. Statutes mandating solicitation are fully satisfied even when such "voluntary disclosure" is not made. Moreover, any such solicitation for "Voluntary Disclosure" that is appended or accompanied by any threat to withhold service or benefit, including such statement as may be found on any soliciting form itself, is self-contradicting and illegal statement constituting and documenting violations of P.L. 93-579; P.L. 104-191; 5 U.S.C. § 522a; 20 U.S.C. § 1232g; 42 U.S.C. § 405; 42 U.S.C. § 1320; 18 U.S.C. §§ 241, 242, 245, 371, 641, 654, 659, 666, 1001, 1028, 1035, 1341, 1343, 1346, 1347, 1512, 1905, 1951, 1952, 1957, 1961-1968, 2314, 2315; et. al.; as applicable. Such untrustworthy and felonious perpetrations are appalling. Any statute mandating solicitation was satisfied both without such perpetrations and without disclosure, and those threats are purely superfluous, bullying acts of violence and abuse of power entirely contrary to principles of liberty and freedom and thereby done only in service to "the enemies of freedom" declared to be national enemies. The "voluntary disclosure" of information is summarily denied, and the service or benefit must be provided regardless of that denial and despite the institutionalized antidemocratic criminal racket demonstrated by such self-contradicting and illegal statement. Disclosure is only made pursuant to documented "Mandatory Disclosure" as enumerated in 5 U.S.C. § 522 and 42 U.S.C. § 405 and declared by notice. Further, should Licensor have no ongoing business with you, you aver that you have no need for any continuing possession of the Identity Information, updated or former, and that any privileges to accept or acquire or use or record or copy or transmit or receive or collect or disseminate or distribute or possess or retain the Identity Information or any portion or form thereof permitted to you by this License and/or the law shall automatically expire immediately after the last business transaction between us and that you immediately cease to be eligible for any privileges to the Identity Information in whole or any form or part. You aver that contravention of these or any other rights Licensor has constitutes an open and arrogant and knowing defiance of the law and Licensor's stated exercise of Licensor's rights and is: sociopathic behavior in the strictest clinical sense; a knowing affront and endangerment of Licensor's personal safety; a direct perpetration of harm to Licensor's personal well-being; and, action taken strictly in service to "enemies of freedom" and an egregious high crime against this society of personal freedoms and democratic principles committed in knowing service to those who have sworn to destroy democracy and freedom.

#### IMPORTANT SOCIAL SECURITY ACT NOTICE

*"Social security account numbers and related records that are obtained or maintained by authorized persons pursuant to any provision of law enacted on or after October 1, 1990, shall be confidential, and no [entity] or authorized person shall disclose any such social security account number or related record." (42 U.S.C. § 405(c)(2)(C)(viii)(I)). "... the term 'authorized person' means ... any person (or officer or employee thereof), who has or had access to social security account numbers or related records pursuant to any provision of law enacted on or after October 1, 1990. For purposes of this subclause, the term "officer or employee" includes a former officer or employee." (42 U.S.C. § 405(c)(2)(C)(viii)(III)).* 42 U.S.C. § 405 guarantees the privacy of all parts of any record pertaining to an individual where any solicitation or retention of that individual's Social Security Number arises from any statute enacted after October 1, 1990 or from any action, policy, practice or regulation arising thereunder. Licensor is exercising Licensor's right guaranteed by Federal law (P.L. 93-579; P.L. 108-447; P.L. 104-191; 5 U.S.C. § 522a; 42 U.S.C. § 405; 42 U.S.C. § 1320; 18 U.S.C. §§ 241, 242, 245, 1028, 1341, 1961-1968; et. al.; as applicable) to the privacy of all parts of any record pertaining to Licensor Licensed to any individual or organization (or any officer or employee thereof) that solicited Licensor's Social Security Number pursuant to any law enacted after October 1, 1990, whether or not that Social Security Number was retained; and to the privacy of all parts of any record pertaining to Licensor Licensed to any individual or organization (or any officer or employee thereof) that maintained or maintains Licensor's Social Security Number pursuant to any law enacted after October 1, 1990. NO DISCLOSURE WHATSOEVER of any such record may be made at any time to any party for any reason whatsoever. This provision of law FORBIDS all disclosure, WITHOUT EXCEPTION, and no disclosure of such record may occur. You aver that contravention of these or any other rights Licensor has constitutes an open and arrogant and knowing defiance of the law and Licensor's stated exercise of Licensor's rights and is: sociopathic behavior in the strictest clinical sense; a knowing affront and endangerment of Licensor's personal safety; a direct perpetration of harm to Licensor's personal well-being; and, action taken strictly in service to "enemies of freedom" and an egregious high crime against this society of personal freedoms and democratic principles committed in knowing service to those who have sworn to destroy democracy and freedom.

#### SOCIAL SECURITY NUMBER ACCESS EXPRESSLY DENIED AND FORBIDDEN AT ALL TIMES

*"It shall be unlawful for any Federal, State or local government agency to deny to any individual any right, benefit, or privilege provided by law because of such individual's refusal to disclose his social security account number." (P.L. 93-579 § 7(a)(1)). "Any Federal, State, or local government agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by what statutory or other authority such number is solicited, and what uses will be made of it." (P.L. 93-579 § 7(b)).* Licensor is exercising Licensor's right guaranteed by Federal law (P.L. 93-579; P.L. 108-447; P.L. 104-191; 5 U.S.C. § 522a; 42 U.S.C. § 405; 42 U.S.C. § 1320; 18 U.S.C. §§ 241, 242, 245, 1028, 1341, 1961-1968; et. al.; as applicable) to refuse disclosure of Licensor's confidential Social Security Number to you and/or any and all other parties. P.L. 93-579 and 42 U.S.C. § 405 and other applicable Federal laws guarantee Licensor's right to do so without risk that you and/or any other parties may withhold or threaten to withhold any service or benefit whatsoever. P.L. 93-579, P.L. 104-191, 5 U.S.C. § 522a, 20 U.S.C. § 1232g, 42 U.S.C. § 405, 42 U.S.C. § 1320, 18

U.S.C. §§ 241, 242, 245, 371, 659, 666, 1001, 1028, 1035, 1341, 1343, 1346, 1347, 1512, 1905, 1951, 1952, 1957, 1961-1968, 2314, 2315, and other applicable Federal laws establish the crimes that you commit and the penalties that you face in any event where you arrogate or attempt to arrogate this right and Licensor's exercise of this right. By accepting or acquiring or using or recording or copying or transmitting or receiving or collecting or disseminating or distributing or by each minute of possessing or retaining the Identity Information in whole or in any part or form, you agree that you will not arrogate or attempt to arrogate Licensor's election to prohibit you and/or others access to Licensor's confidential Social Security Number and know that to do so constitutes an act of profound harm to Licensor, and you agree that any attempt or effort you might make to do so, being so informed, shall be intended and construed as your willful and malicious act of using the information to enact malicious and intentional harm upon Licensor. You aver that contravention of these or any other rights Licensor has constitutes an open and arrogant and knowing defiance of the law and Licensor's stated exercise of Licensor's rights and is: sociopathic behavior in the strictest clinical sense; a knowing affront and endangerment of Licensor's personal safety; a direct perpetration of harm to Licensor's personal well-being; and, action taken strictly in service to "enemies of freedom" and an egregious high crime against this society of personal freedoms and democratic principles committed in knowing service to those who have sworn to destroy democracy and freedom.

#### UNDERSTANDING OF LAW - PRIVACY ACT

By accepting or acquiring or using or recording or copying or transmitting or receiving or collecting or disseminating or distributing or by each minute of possessing or retaining the identity information in whole or in any part, you acknowledge your understanding and awareness and agree and aver and stipulate that P.L. 93-579 (Privacy Act) and 5 U.S.C. § 522a (Privacy Act) and 42 U.S.C. § 405 guarantee Licensor's right to withhold Licensor's confidential Social Security Number from you unless "Mandatory Disclosure" to you is mandated upon Licensor by enumeration of you in 5 U.S.C. § 522 and 42 U.S.C. § 405 and your solicitation for Licensor's confidential Social Security Number includes a Privacy Act Statement declaring that "Disclosure is Mandatory" in accordance with the Privacy Act. You further agree and acknowledge and ratify that statutory mandate(s) upon you to SOLICIT Licensor's confidential Social Security Number from Licensor DOES NOT constitute "Mandatory Disclosure" statutorily mandated upon Licensor and that your simple request for Licensor's confidential Social Security Number constitutes full compliance with such statutory mandate(s) upon you even though that request is refused by Licensor and your access to Licensor's confidential Social Security Number is denied. You further agree and acknowledge and ratify that any administrative regulatory mandate declaring a mandate of "Mandatory Disclosure" upon Licensor to you is contrary to law and statutes and null and void and unenforceable unless you are also enumerated by 5 U.S.C. § 522 and 42 U.S.C. § 405 as entitled to receive "Mandatory Disclosure" from Licensor. You further agree and acknowledge and ratify that redisclosure by you to any third party is equally constrained by P.L. 93-579 (Privacy Act) and 5 U.S.C. § 522a (Privacy Act) and 42 U.S.C. § 405 even if you are enumerated by 5 U.S.C. § 522 and 42 U.S.C. § 405 as entitled to receive from Licensor "Mandatory Disclosure" such that any such disclosure to such third party is prohibited unless such third party is also enumerated by 5 U.S.C. § 522 and 42 U.S.C. § 405 as entitled to receive "Mandatory Disclosure" from Licensor. Further, you acknowledge your understanding and agree that 405(c)(2)(C)(viii)(I) and (IV) clearly and specifically prohibits you from disclosing at any time ANY information gathered OR held in conjunction with collection or possession of a Social Security Number collected pursuant to any law enacted on or after October 1, 1990 in any case or matter or event and without regard or provision for contractual exemptions that might otherwise permit such disclosure, and that 405(c)(2)(C)(viii)(III) applies the Privacy Act and the constraints thereunder to you (and your current and former agents and employees) if you are any person or organization whatsoever who has or had access to any Social Security Number(s) or related record(s) pursuant to any provision of law enacted on or after October 1, 1990, including pursuant to any direct solicitation or fraudulent acquisition directly from Licensor or any third party and even if Licensor's Social Security Number is the ONLY number or related record which you have or have had access to. Further, should Licensor have no ongoing business with you, you aver that you have no need for any continuing possession of the Identity Information, updated or former, and that any privileges to accept or acquire or use or record or copy or transmit or receive or collect or disseminate or distribute or possess or retain the Identity Information or any portion or form thereof permitted to you by this License and/or the law shall automatically expire immediately after the last business transaction between us and that you immediately cease to be eligible for any privileges to the Identity Information in whole or any form or part. Further, you acknowledge your understanding and agree that the Privacy Act in no way abrogates Licensor's property rights and/or Licensor's identity rights and/or Licensor's privacy rights and/or any other of Licensor's rights in the Identity Information but imposes ADDITIONAL protections of the Identity Information and Licensor's rights therein against you. You further aver that should Licensor demand audit of the Identity Information in your possession, you are required to respond with such information within 10 days unless Licensor deems a shorter response time requirement in that demand. You aver that contravention of these or any other rights Licensor has constitutes an open and arrogant and knowing defiance of the law and Licensor's stated exercise of Licensor's rights and is: sociopathic behavior in the strictest clinical sense; a knowing affront and endangerment of Licensor's personal safety; a direct perpetration of harm to Licensor's personal well-being; and, action taken strictly in service to "enemies of freedom" and an egregious high crime against this society of personal freedoms and democratic principles committed in knowing service to those who have sworn to destroy democracy and freedom.

#### UNDERSTANDING OF LAW - HIPAA (Health Care Originating or Derived or Related Information and/or Records and/or Health Care and Health Care Related Organizations)

By accepting or acquiring or using or recording or copying or transmitting or receiving or collecting or disseminating or distributing or by each minute of possessing or retaining the identity information in whole or in any part, you acknowledge your understanding and awareness and agree and aver and stipulate that P.L. 104-191 (HIPAA) and 42 U.S.C. § 1320 (HIPAA): DO NOT impose "Mandatory Disclosure" of Licensor's confidential Social Security Number upon Licensor to you or any other health care provider or member of "the health care

industry" pursuant to P.L. 93-579 (Privacy Act) and 42 U.S.C. § 405; and that HIPAA in no way abrogates Licensor's property rights and/or Licensor's identity rights and/or Licensor's privacy rights and/or any other of Licensor's rights in the Identity Information; and that HIPAA is specifically NOT applicable in any way to individual consumers of health care services or products, but is applicable only to organizations and agencies and other PROVIDERS of health care and the like (such as you, if applicable) (P.L. 104-191 § 1173), thereby in no way authorizing the placement upon individuals any burden, duty or infringement of autonomy or rights guaranteed elsewhere in law, but imposing ADDITIONAL protections of the Identity Information and Licensor's rights therein against you. You further agree that you acknowledge and admit and ratify that you understand that accessing Licensor's confidential Social Security Number and/or other Identity Information and/or otherwise infringing upon Licensor's rights in the Identity Information found anywhere else in law constitutes your breach of the Health Insurance Portability and Accountability Act 1996, as amended (P.L. 104-191 §§ 1176-1177), et al. You further acknowledge that you understand that such breach conducted with this admitted and herein documented knowledge, and in wanton contrarianism to Licensor's known and documented prohibition, is both willfully malicious and criminal and that you may be subject to ten (10) years imprisonment and \$250,000 fine, in addition to all other punishments of law and penalties and Contractual Identity Fees for such knowingly malicious breach. Further, should Licensor have no ongoing business with you, you aver that you have no need for any continuing possession of the Identity Information, updated or former, and that any privileges to accept or acquire or use or record or copy or transmit or receive or collect or disseminate or distribute or possess or retain the Identity Information or any portion or form thereof permitted to you by this License and/or the law shall automatically expire immediately after the last business transaction between us and that you immediately cease to be eligible for any privileges to the Identity Information in whole or any form or part. You further aver that should Licensor demand audit of the Identity Information in your possession, you are subject to HIPAA requirements to respond within 30 days with that information, unless you are any agency of any governmental body or a contractor or agent thereof, or are soliciting or possessing any Social Security Number(s) pursuant to any law enacted after October 1, 1990, in which case you are subject to the 10 day response limitation of the Privacy Act, unless in any of the foregoing cases Licensor deems a shorter response time requirement in such demand. You aver that you are required by HIPAA to maintain a complete log, and you stipulate that you will maintain a complete log, and that such log will be provided to Licensor upon demand, and that such required and maintained and available log: records all accesses, by you and/or any other parties, to the Identity Information in your possession, fully identifies the accessor(s), the reason(s) for the access, the specific information accessed, the date and time and duration of such access, and any usage(s) or copy(ies) or dissemination(s) made of the information, and the nature and value of any goods or services or any act or thing or commodity of any nature whatsoever received by you in exchange for your disclosure of the Identity Information. You aver that contravention of these or any other rights Licensor has constitutes an open and arrogant and knowing defiance of the law and Licensor's stated exercise of Licensor's rights and is: sociopathic behavior in the strictest clinical sense; a knowing affront and endangerment of Licensor's personal safety; a direct perpetration of harm to Licensor's personal well-being; and, action taken strictly in service to "enemies of freedom" and an egregious high crime against this society of personal freedoms and democratic principles committed in knowing service to those who have sworn to destroy democracy and freedom. In addition, you acknowledge your understanding and awareness and agree and aver and stipulate that any action or information in or regarding Licensor's personal health care records that inhibits Licensor's access to safe and appropriate medical care, including actions violating Licensor's rights and this License, is defined by the Patriot Act (P.L. 107-56 § 814) as a criminal act of domestic terrorism.

#### UNDERSTANDING OF LAW - FERPA (Educational Originating or Derived or Related Information and/or Records and/or Educational and Education Related Organizations)

By accepting or acquiring or using or recording or copying or transmitting or receiving or collecting or disseminating or distributing or by each minute of possessing or retaining the identity information in whole or in any part, you acknowledge your understanding and awareness and agree and aver and stipulate that 20 U.S.C. § 1232(g) (FERPA): DOES NOT impose "Mandatory Disclosure" of Licensor's confidential Social Security Number upon Licensor to you or any other educational organization or member of the "educational sector" pursuant to P.L. 93-579 (Privacy Act) and 42 U.S.C. § 405; and that FERPA in no way abrogates Licensor's property rights and/or Licensor's identity rights and/or any other of Licensor's rights in the Identity Information; and that FERPA specifically does NOT infringe upon any other rights of individual consumers of educational services or products, but is applicable only to organizations and agencies and the like (such as you), thereby in no way authorizing the placement upon individuals any burden, duty or infringement of autonomy or rights guaranteed elsewhere in law, but imposing ADDITIONAL protections of the Identity Information and Licensor's rights therein against you. You aver that you are required by FERPA to maintain a complete log, and you stipulate that you will maintain a complete log, and that such log will be provided to Licensor upon demand, and that such required and maintained and available log: records all accesses, by you and/or any other parties, to the Identity Information in your possession, fully identifies the accessor(s), the reason(s) for the access, the specific information accessed, the date and time and duration of such access, and any usage(s) or copy(ies) or dissemination(s) made of the information, and the nature and value of any goods or services or any act or thing or commodity of any nature whatsoever received by you in exchange for your disclosure of the Identity Information. You further agree that you acknowledge and admit and ratify that you understand that accessing Licensor's confidential Social Security Number and/or other Identity Information and/or otherwise infringing upon Licensor's rights in the Identity Information found anywhere else in law constitutes your violations of: P.L. 93-579; P.L. 104-191; 5 U.S.C. § 522a; 20 U.S.C. § 1232g; 42 U.S.C. § 405; 42 U.S.C. § 1320; 18 U.S.C. §§ 241, 242, 245, 371, 641, 654, 659, 666, 1001, 1028, 1035, 1341, 1343, 1346, 1347, 1512, 1905, 1951, 1952, 1957, 1961-1968, 2314, 2315; et. al.; as applicable. You further acknowledge that you understand that such violations conducted with this admitted and herein documented knowledge, and in wanton contrarianism to Licensor's known and documented prohibition, is both willfully malicious and criminal, and that you may be subject to all punishments of law and penalties and

Contractual Identity Fees for such knowingly malicious breach. You aver that contravention of these or any other rights Licensor has constitutes an open and arrogant and knowing defiance of the law and Licensor's stated exercise of Licensor's rights and is: sociopathic behavior in the strictest clinical sense; a knowing affront and endangerment of Licensor's personal safety; a direct perpetration of harm to Licensor's personal well-being; and, action taken strictly in service to "enemies of freedom" and an egregious high crime against this society of personal freedoms and democratic principles committed in knowing service to those who have sworn to destroy democracy and freedom.

#### UNDERSTANDING OF LAW - PATRIOT ACT

By accepting or acquiring or using or recording or copying or transmitting or receiving or collecting or disseminating or distributing or by each minute of possessing or retaining the identity information in whole or in any part, you acknowledge your understanding and awareness and agree and aver and stipulate that P.L. 107-56 (U.S.A.P.A.T.R.I.O.T. Act): DOES NOT impose "Mandatory Disclosure" of Licensor's confidential Social Security Number upon Licensor to you or any other individual or agency or organization pursuant to P.L. 93-579 (Privacy Act) and 42 U.S.C. § 405; and that the Patriot Act in no way abrogates Licensor's property rights and/or Licensor's identity rights and/or any other of Licensor's rights in the Identity Information. You further agree that you acknowledge and admit and ratify that you understand that accessing Licensor's confidential Social Security Number and/or other Identity Information and/or otherwise infringing upon Licensor's rights in the Identity Information found anywhere else in law constitutes your violations of: P.L. 93-579; P.L. 104-191; 5 U.S.C. § 522a; 20 U.S.C. § 1232g; 42 U.S.C. § 405; 42 U.S.C. § 1320; 18 U.S.C. §§ 241, 242, 245, 371, 641, 654, 659, 666, 1001, 1028, 1035, 1341, 1343, 1346, 1347, 1512, 1905, 1951, 1952, 1957, 1961-1968, 2314, 2315; et. al.; as applicable. You further acknowledge that you understand that such breach conducted with this admitted and herein documented knowledge, and in wanton contrarianism to Licensor's known and documented prohibition, is both willfully malicious and criminal, and that you may be subject to all punishments of law and penalties and Contractual Identity Fees for such knowingly malicious breach. You aver that contravention of these or any other rights Licensor has constitutes an open and arrogant and knowing defiance of the law and Licensor's stated exercise of Licensor's rights and is: sociopathic behavior in the strictest clinical sense; a knowing affront and endangerment of Licensor's personal safety; a direct perpetration of harm to Licensor's personal well-being; and, action taken strictly in service to "enemies of freedom" and an egregious high crime against this society of personal freedoms and democratic principles committed in knowing service to those who have sworn to destroy democracy and freedom .

#### UNDERSTANDING OF LAW - CRIMINAL ACTS

By accepting or acquiring or using or recording or copying or transmitting or receiving or collecting or disseminating or distributing or by each minute of possessing or retaining the identity information in whole or in any part, you acknowledge your understanding and awareness and agree and aver and stipulate that Licensor has reserved unto Licensor any and every and all rights to and surrounding and controlling the Identity Information, and that any and each effort on your part to abrogate Licensor's declared exercise of such rights, whether enumerated hereunder or not, or to otherwise breach Licensor's exercise of control over the Identity Information, or to otherwise use the Licensed Identity Information to access additional Identity Information constitutes, in addition to all other punishments of law and penalties and Contractual Identity Fees, violations of numerous State and Federal laws including but not limited to, inclusively: 42 U.S.C. § 1320 (10 years); 18 U.S.C. § 241 (10 years to life); 18 U.S.C. § 242 (1 to 10 years to life); 18 U.S.C. § 245 (1 to 10 years); 18 U.S.C. § 371 (5 years); 18 U.S.C. § 659 (10 years); 18 U.S.C. § 666 (10 years); 18 U.S.C. § 1001 (5 years); 18 U.S.C. § 1028 (15 years); 18 U.S.C. § 1035 (5 years); 18 U.S.C. § 1341 (20 years); 18 U.S.C. § 1343 (20 years); 18 U.S.C. § 1346 (Definitive); 18 U.S.C. § 1347 (10 to 20 years); 18 U.S.C. § 1512 (10 years to life); 18 U.S.C. § 1905 (1 year); 18 U.S.C. § 1951 (20 years); 18 U.S.C. § 1952 (5 to 20 years); 18 U.S.C. § 1957 (10 years); 18 U.S.C. § 1961-1968 (20 years to life); 18 U.S.C. § 2314 (10 years); 18 U.S.C. § 2315 (10 years); et al.; as applicable. You admit your understanding that the statutes numbered and enumerated above apply as described and, apart from additional penalties that may be applicable, provide for potentially imprisoning you for 235 years to life for each breach of the privileges granted by this License and Licensor's rights, even such rights as may not be specifically enumerated in this License, and that additional criminal penalties may apply, and that all such penalties are in addition to the contractual liabilities you incur pursuant to the Contractual Identity Fees provided for in this License. You further aver that should any such breach lead to Licensor's death in any way, and should such death be caused or occur in a "felony State", you are guilty of murder under such laws of such felony State. Further, you admit that any such infringements upon the rights of individuals in their own Identity Information strikes deeply against, and is contrary to, every core tenet of freedom and liberty, and is done by you only in service to "enemies of freedom" and against democratic principles and the rule of law in every case and stipulate freely that should you indulge in any such infringement of Licensor's rights including this License that you make such action directly and knowingly in such service to such "enemies of freedom".

#### UNDERSTANDING OF LAW - THE RULE OF LAW: RIGHTS, IDENTITY, PRIVACY, RESPECT

YOU ASSERT THAT YOU ARE AWARE, AND YOU AGREE AND AVER AND STIPULATE, THAT: *"choices central to personal dignity and autonomy, are central to the liberty protected by the Fourteenth Amendment. At the heart of liberty is the right to define one's own concept of existence, of meaning, of the universe, and of the mystery of human life. Beliefs about these matters could not define the attributes of personhood were they formed under compulsion"* (Planned Parenthood of Southeastern Pa. v. Casey (S Ct. 1992), borrowing from *Entick v. Carrington and Three Other King's Messengers* (K.B. 1765); reasserted in *Lawrence v. Texas* (S Ct. 2003), et al.); *"Nor can [the nation] accept the theory that an expressed purpose to prevent possible frauds is enough to justify [interfering with the rights of individuals]."* (*Shafer v. Farmers Grain Co.* (S Ct. 1925)), reasserted in *Breard v. Alexandria* (S Ct. 1951), et al.); THE RIGHT TO CHANGE IDENTITY AT WILL AND WITHOUT INTERFERENCE OR LEGAL PROCEEDING IS A COMMON LAW RIGHT (*Jonson v. Greaves* (K.B. 1765),

Christianson v. King County (S Ct. 1915, et al.), et al.) AND IS THE RIGHT TO USE AND BE KNOWN (inhered with privacy rights regarding any former identity information and interests in "avoiding disclosure of personal matters" (US Department of Justice v Reporters Committee (S Ct. 1989 quoting))) BY SUCH CHOSEN IDENTITY FOR ALL PURPOSES AND WITHOUT RELEVANCE OF FORMER IDENTITY INFORMATION TO LEGAL DOCUMENTS OR CONTRACTS OR PROCESSES OR PROCEEDINGS, AND WITHOUT ANY ENTITLEMENT OF YOU TO ANY SUCH FORMER IDENTITY INFORMATION, OR KNOWLEDGE OF THE EXISTENCE OF SUCH FORMER IDENTITY INFORMATION, FOR ANY PURPOSE WHATSOEVER ((Christianson v. King County (S Ct. 1915), US Department of Justice v Reporters Committee (S Ct. 1989), Planned Parenthood of Southeastern Pa. v. Casey (S Ct. 1992), Lawrence v. Texas (S Ct. 2003), et al.); "A person may lawfully change identity without resorting to legal proceedings, and for all purposes the identity assumed will constitute their legal identity." Very clearly here, the identity that a person assumes as theirs is their legal identity. The court proclaims here that an at will change of identity carries the exact same legal weight as that of a court ordered identity change.' (Christianson v. King County, affirmed S Ct. 1915, et al.); INCLUDES THE PROTECTED RIGHT TO ANONYMITY (Talley v. California (S Ct. 1960), Tehan v US (Shott) (S Ct. 1966)); IS PROTECTED BY THE FEDERAL CONSTITUTION (Breard v. Alexandria (S Ct. 1951), Public Utilities Comm'n v. Pollak (S Ct. 1952), Mapp v. Ohio (S Ct. 1961), Roe v. Wade (S Ct. 1973), Planned Parenthood of Southeastern Pa. v. Casey (S Ct. 1992), Lawrence v. Texas (S Ct. 2003)), AND BY LAW ("the right to privacy is a personal and fundamental right protected" (P.L. 93-579 § 2(a)(4)); "both the common law and the literal understandings of privacy encompass the individual's control of information concerning his or her person." (Department of Justice v. Reporters Committee for Freedom of the Press (S Ct. 1989); "every unjustifiable intrusion by the government upon the privacy of the individual, whatever the means employed, must be deemed a violation of the Fourth Amendment." (Olmstead v. US (S Ct. 1928, Brandeis dissenting opinion later asserted and ratified, Griswold v Connecticut (S Ct. 1965), Miranda v Arizona (S Ct. 1966), US v Katz (S Ct. 1967), Hill v Colorado (S Ct. 2000), et al.); "both of these Amendments [4th & 5th] contemplated perpetuating, in their full efficacy, by means of a constitutional provision, principles of humanity and civil liberty which had been secured in the mother country only after years of struggle, so as to implant them in our institutions in the fullness of their integrity, free from the possibilities of future legislative change." (Bram v. United States (S Ct.) citing Boyd v. United States (S Ct. 1886), reasserted Weeks v. United States (S Ct. 1914)); MAY NOT BE ARROGATED FOR MERE ADMINISTRATIVE CONVENIENCE ("constitutional deprivations may not be justified by some remote administrative benefit" (Harman v. Forsenius (S Ct. 1965)); TO ARROGATE OR USURP OR UNDERMINE OR OTHERWISE INFRINGE THESE IDENTITY RIGHTS IN ANY WAY IS AN ARROGANT AFFRONT INHERENTLY OFFENSIVE AND HARMFUL, AND THAT REPRESENTATIONS OF ANY IDENTITY OTHER THAN CHOSEN IDENTITY ARE WORDS THAT "by their very utterance inflict injury", "the insulting or 'fighting' words", of which "such utterances are no essential part of any exposition of ideas, and are of such slight social value as a step to truth that any benefit that may be derived from them is clearly outweighed by the social interest in order and morality.". (Chaplinski v. New Hampshire (S Ct. 1942)); AND THAT REPRESENT ANY IDENTITY INFORMATION OTHER THAN THAT WHICH IS CHOSEN IN ANY LEGAL FORUM OR DOCUMENT OR INSTRUMENT OF ANY LEGAL WEIGHT OR BEARING WHATSOEVER IS MISREPRESENTATION OF LEGAL IDENTITY CONSTITUTING PERPETRATIONS OF FELONY CRIMES 'OBNOXIOUS TO THE CONSTITUTION' AND THE RULE OF LAW, ("A statute authorizing previous restraint upon the exercise of the guaranteed freedom by judicial decision after trial is as obnoxious to the Constitution as one providing for like restraint by administrative action. ...personal abuse is not in any proper sense communication of information or opinion safeguarded by the Constitution, and its punishment as a criminal act would raise no question under that instrument." (Cantwell v. Connecticut (S Ct. 1940))) INCLUDING RACKETEERING CONSPIRACY, OF WHICH POLICIES OR REGULATIONS PROVIDE DOCUMENTARY PROOF OF SUCH RACKET (US v Cianci (2005)).

#### ADDITIONAL IDENTITY INFORMATION/SERVICES

This License applies to updates, supplements, add-on components, Internet-based components, and/or any other additional components of the Identity Information that Licensor may provide to you or make available to you on or after the date that you obtain your initial copy of the Identity Information, unless they are accompanied by separate terms. Licensor reserves the right to discontinue your privileges to accept or acquire or use or record or copy or transmit or receive or collect or disseminate or distribute or possess or retain the Identity Information and any and all portions and forms thereof at any time.

#### RESERVATION OF RIGHTS AND OWNERSHIP

Licensor reserves all rights. This License grants you ONLY limited privileges for limited usages of the Identity Information that remains subject to Licensor's determinations and directives, including instant termination of such privileges, at any and all times. The Identity Information and every portion thereof is protected by local and state and national and international Human Rights and Civil Rights and personal property and privacy rights and intellectual property laws (both codified and uncoded laws), copyright and trademark and other intellectual property laws and treaties. Licensor owns, inclusively, the title, privacy rights, copyrights, trademarks, and other intellectual property rights, and all other rights in any and all forms, in the Identity Information and all portions and forms thereof. You acknowledge and assert and aver: that the exercise of control over any individual's own Identity Information is a Human Right AND Civil Right; and, before acceptance of the Identity Information or any portion thereof, that you will not arrogate or breach this Human Right AND Civil Right or Licensor's exercise of such right or this License. The Identity Information is Licensed, not sold, and you stipulate to Licensor's rights in the Identity Information and this License in toto. This License does not grant you any rights and you stipulate to that fact. The sole determinant of the accuracy or validity or propriety or content or fact of any and all Identity Information and portions thereof shall be Licensor's opinion or decision or pronouncement, to which you agree. You acknowledge and assert and aver that you will not arrogate or usurp the Identity Information in any way or otherwise breach the terms of this License or Licensor's rights, and that to do so violates civil and criminal laws,

including but not limited to: P.L. 93-579, P.L. 104-191, 5 U.S.C. § 522a, 20 U.S.C. § 1232(g), 42 U.S.C. § 405, 42 U.S.C. § 1320, 18 U.S.C. §§ 241, 242, 245, 371, 659, 666, 1001, 1028, 1035, 1341, 1343, 1346, 1347, 1512, 1905, 1951, 1952, 1957, 1961-1968, 2314, 2315, et. al., as applicable, and renders any contract between you and Licensor and Licensor's obligations thereto invalid and null and void and unenforceable upon Licensor's determination, and you ratify your agreement to not arrogate or usurp the Identity Information in any way with each acceptance or acquisition or usage or recording or copying or transmission or reception or collection or dissemination or distribution, or with each minute of possession or retention of the Identity Information or any portion or form thereof. You aver that contravention of these or any other rights Licensor has constitutes an open and arrogant and knowing defiance of the law and Licensor's stated exercise of Licensor's rights and is: sociopathic behavior in the strictest clinical sense; a knowing affront and endangerment of Licensor's personal safety; a direct perpetration of harm to Licensor's personal well-being; and, action taken strictly in service to "enemies of freedom" and an egregious high crime against this society of personal freedoms and democratic principles committed in knowing service to those who have sworn to destroy democracy and freedom.

#### PERMITTED USES AND RESTRICTIONS

This License allows you to acquire and use the least amount of Identity Information that Licensor is obligated by the rule of law to disclose to you in order to receive the service or benefit that Licensor requests of you or to otherwise transact any business or interaction with you. This License does not allow the Identity Information or any portion or form thereof to exist in more than one location at a time unless disclosure is mandated upon Licensor by enforceable statutory law. Any copy made pursuant to such enforceable statutory mandate must include a copy of this IUULA and remains fully subject thereto. Before you accept the Identity Information or any portion thereof, any such statutory disclosure mandated upon Licensor and any such copy intended to be made by you or successor recipients must be disclosed to Licensor by you before you accept the Identity Information or any portion or form thereof; and all recipients, including successor and other recipients in turn, to receive the Identity Information or any portion or form thereof pursuant to such statutory mandate must be identified and enumerated to Licensor by you before you accept the Identity Information or any portion or form thereof; and you understand and acknowledge and aver and agree that in any case where you fail to make such disclosure, you are criminally and civilly liable for that failure pursuant to P.L. 93-579, P.L. 104-191, 5 U.S.C. § 522a, 20 U.S.C. § 1232(g), 42 U.S.C. § 405, 42 U.S.C. § 1320, 18 U.S.C. §§ 241, 242, 245, 371, 659, 666, 1001, 1028, 1035, 1341, 1343, 1346, 1347, 1512, 1905, 1951, 1952, 1957, 1961-1968, 2314, 2315, et. al., as applicable, and thereby render any contract between you and Licensor and Licensor's obligations thereto invalid and null and void and unenforceable, and that the privileges granted by this License are instantly terminated such that you will immediately deliver to the Licensor the Identity Information and all portions and forms thereof without any additional handling of the Identity Information, including without handling or recording or copying or transmitting or disseminating or distributing or retaining the Identity Information or any portion thereof pursuant to such statutory disclosure that you failed to disclose to Licensor; and that such statutory mandate for disclosure is rendered invalid and null and void and unenforceable by that failure and that you will not make such disclosure(s); and that you will notify Licensor of your failure immediately upon discovery of that failure and concomitantly with immediate deliver of the Identity Information to Licensor. Except as mandated upon Licensor by enforceable rule of law or permitted by this License, you may not: accept or acquire or use or record or copy or transmit or receive or collect or disseminate or distribute or possess or retain or reverse engineer or modify or rent or lease or loan or cross-reference or create derivative works from the Identity Information or any portion thereof; or transmit the Identity Information or any portion thereof over a network; or use the provided information to acquire additional Identity Information. You acknowledge that clauses such as (for example, and not a constrictive list), "As permitted by law.", encompasses the permissions and restrictions of contract law, including this License, and that this License strictly prohibits acceptance and acquisition and usage and recording and copying and transmission and reception and collection and dissemination and distribution and possession and retention of the Identity Information and any portion thereof to only that which is specifically permitted by this License or where disclosure is specifically mandated upon Licensor by statutory law and then to the least amount of that statutory mandate and for the least use specified by that statutory law. You agree to be bound to the most constrictive interpretation and application of privacy laws and clauses of this License constraining your acceptance and acquisition and usage and recording and copying and transmission and reception and collection and dissemination and distribution and possession and retention of the Identity Information and portions and forms thereof in favor of Licensor's privacy rights and Licensor's exercise of control over the Identity Information and ratify that agreement with each acceptance or acquisition or usage or recording or copying or transmission or reception or collection or dissemination or distribution, or with each minute of possession or retention of the Identity Information or any portion thereof. Further, should Licensor have no ongoing business with you, you aver that you have no need for any continuing possession of the Identity Information, updated or former, and that any privileges to accept or acquire or use or record or copy or transmit or receive or collect or disseminate or distribute or possess or retain the Identity Information or any portion or form thereof permitted to you by this License and/or the law shall automatically expire immediately after the last business transaction between us and that you immediately cease to be eligible for any privileges to the Identity Information in whole or any form or part. You agree that for each acceptance and acquisition and usage and recording and copying and transmission and reception and collection and dissemination and distribution, or for each minute of possession or retention of the Identity Information or any portion or forms thereof in any manner not specifically permitted by this License that you indulge in, you are contractually liable in full for Licensor's Contractual Identity Fee(s) as Licensor determines such Contractual Identity Fee(s) to be; and you further agree and aver that payment in full for such contractual liabilities in no way mitigates or reduces any other civil or criminal liabilities you may incur for such indulgence(s) or restores any other previous contractual obligations that Licensor may have had to you that were rendered invalid or null or void or unenforceable by your indulgence(s). You agree that for each acceptance and acquisition and usage and recording and copying and transmission and reception and collection and dissemination and distribution, or for each minute of

possession or retention of the Identity Information or any portion thereof in any manner not specifically permitted by this License that is indulged in by any other party to whom you made authorized or unauthorized disclosures, as well as of each subsequent recipient in turn, regardless of the legal enforceability of that liability directly upon such other parties, you are contractually liable in full for Licensor's Contractual Identity Fee(s) as Licensor determines such Contractual Identity Fee(s) to be. You agree that you are liable for such Contractual Identity Fee(s) regardless of whether or not Licensor provides you with billing statements or invoice you, and that any absence of such billing in now way relieves you of any responsibility for payment of such Contractual Identity Fee(s), and that such billing and/or payment thereof in no way limits other remedies available by law for the unauthorized actions incurring such Contractual Identity Fee(s) including remedies provided by criminal statutes. You agree that Contractual Identity Fee(s) incurred will be DOUBLED for any breaches of the privileges enumerated by this License should such breaches occur after termination of those privileges granted to you by this License whether such termination occurred by automatic operation of this License or by Licensor's statement to you of such termination, and that each such doubling for each incident and/or manner of breach shall be compounded upon each preceding doubling. You agree to be entirely bound by Licensor's judgments as to determination of conformity to this License in relation to acceptance and acquisition and usage and recording and copying and transmission and reception and collection and dissemination and distribution and possession and retention of the Identity Information and the assessment of Contractual Identity Fee(s) therefor. You agree that any violation of the constraints placed contractually upon you by this License and any violations of Licensor's rights protected by the rule of law that you indulge in automatically terminates the privileges granted to you by this License and/or the law, and invalidates any and all privileges to the Identity Information granted to you hereunder or by law, and renders null and void and unenforceable any contract between you and Licensor and Licensor's obligations thereto. You must surrender the Identity Information and all copies thereof, and any media or equipment or structure or real property or personal property or holding or material interest or infrastructure containing or holding or transferring or having transferred the Identity Information in whole or in part or in any form in any manner inconsistent with the terms of this License or in violation of any of Licensor's rights or in any way incurring Contractual Identity Fees pursuant to this License, upon termination of the privileges granted to you by this License, including copies disclosed or transmitted or disseminated or distributed to successor recipients and recipients in turn, to Licensor or Licensor's designated representative(s), and you agree that you will do so immediately upon such termination.

#### CONFIDENTIAL DISCLOSURE

This Identity Information contains trade secrets and proprietary information belonging to Licensor and constitutes Licensor's own personal and intellectual and other property and it is being made available to you in strict confidence. Any use or disclosure of this information, other than in strict accordance with this License agreement, may be actionable as violations of Federal and State criminal and civil laws, including but not limited to: P.L. 93-579; P.L. 104-191; 5 U.S.C. § 522a; 20 U.S.C. § 1232g; 42 U.S.C. § 405; 42 U.S.C. § 1320; 18 U.S.C. §§ 241, 242, 245, 371, 659, 666, 1001, 1028, 1035, 1341, 1343, 1346, 1347, 1512, 1905, 1951, 1952, 1957, 1961-1968, 2314, 2315; et. al.; as applicable.

#### STRICTLY PERSONAL AND CONFIDENTIAL USES

A private individual person who has Licensor's specific permission may maintain a private and confidential record of the Identity Information IN LIMITED PARTS enumerated by Licensor ONLY for personal and confidential, non-commercial, non-disclosable, non-public, human interactivity purposes not related to the conduct or operations or records of any business or business activity or business record. Such personal and confidential record must be maintained in the company of this License, and remains subject to the terms of this License at all times.

#### CONSENT TO USE OF DATA

You agree that Licensor and/or Licensor's designated representative(s) may collect and use technical and financial information and data related to your storage, use and handling of the Identity Information and your revenues as Licensor deems necessary or important. Licensor and/or Licensor's designated representative(s) may use this information to audit your conformity to this License and/or to assess Contractual Identity Fees, or for any purpose Licensor deems necessary or important. You agree to provide to Licensor and/or Licensor's designated representative(s) any information or data or equipment that Licensor deems necessary or important, or access thereto, that Licensor or Licensor's designated representative(s) might demand of you to execute any such audit and/or assessment to Licensor's satisfaction or to the satisfaction of Licensor's designated representative(s).

#### TERMINATION

The privileges granted to you under this License will terminate automatically without notice if you fail to comply with any term(s) of this License. Without prejudice to any other rights or privileges or prosecution(s) against you, Licensor may terminate the privileges granted to you by this License if you fail to comply with the terms and conditions of this License. In such event, you must surrender all copies of the Identity Information and all of its component parts and/or forms to Licensor or Licensor's designated representative(s), and compensate Licensor in accordance with Licensor's current Contractual Identity Fee(s) as Licensor determines such Contractual Identity Fee(s) to be.

#### DISCLAIMER OF WARRANTY ON IDENTITY INFORMATION

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE IDENTITY INFORMATION IS AT YOUR SOLE RISK. THE IDENTITY INFORMATION IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND AND LICENSOR EXPRESSLY DISCLAIM

ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND/OR CONDITIONS OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE IDENTITY INFORMATION WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE IDENTITY INFORMATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE IDENTITY INFORMATION WILL BE CORRECTED. FURTHERMORE, LICENSOR DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE IDENTITY INFORMATION OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ANY AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE IDENTITY INFORMATION PROVE DEFECTIVE, YOU (AND NOT LICENSOR OR ANY AUTHORIZED REPRESENTATIVE OF LICENSOR) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. REGARDING TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE DISCLAIMER OF IMPLIED WARRANTIES ABOVE MAY NOT APPLY TO YOU, IN WHICH CASE THE DURATION OF ANY SUCH IMPLIED WARRANTIES IS LIMITED TO THE MOMENT THAT YOU FIRST ACQUIRE THE IDENTITY INFORMATION BY ANY MEANS; PROVIDED, HOWEVER, THAT YOUR SOLE AND EXCLUSIVE REMEDY, AND LICENSOR'S SOLE OBLIGATION SHALL IN ANY CASE BE THAT LICENSOR WILL, AT LICENSOR'S OPTION, REPAIR OR REPLACE YOUR COPY OF THE IDENTITY INFORMATION, OR TERMINATE THIS LICENSE AGREEMENT AND REPOSSES THE IDENTITY INFORMATION IN WHOLE AND EVERY PART AND FORM FROM YOU.

#### LIMITATION OF LIABILITY

REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, TO THE EXTENT PERMITTED BY THE LAW OF THE JURISDICTION IN WHICH LICENSEE OBTAINED THIS LICENSE, LICENSOR WILL NOT BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING BUT NOT LIMITED TO EQUIPMENT DAMAGES, LOSS OF INFORMATION, LOST PROFITS AND BUSINESS INTERRUPTION, AND THE COST TO OBTAIN SUBSTITUTE IDENTITY INFORMATION, ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE USE OF (OR INABILITY TO USE) THE IDENTITY INFORMATION HOWEVER CAUSED AND WHETHER ARISING UNDER A THEORY OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL LICENSOR'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES EXCEED ONE-TWENTIETH OF ONE CENT (\$0.0005 UNITED STATES DOLLARS).

#### EXPORT

EXPORT AND/OR RE-EXPORT OF THIS IDENTITY INFORMATION IS STRICTLY PROHIBITED.

#### GOVERNMENT REPRESENTATIVES AND AGENTS

*"It shall be unlawful for any Federal, State or local government agency to deny to any individual any right, benefit, or privilege provided by law because of such individual's refusal to disclose his social security account number." (P.L. 93-579 § 7(a)(1)). "Any Federal, State, or local government agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by what statutory or other authority such number is solicited, and what uses will be made of it." (P.L. 93-579 § 7(b)). "Social security account numbers and related records that are obtained or maintained by authorized persons pursuant to any provision of law enacted on or after October 1, 1990, shall be confidential, and no [entity] or authorized person shall disclose any such social security account number or related record." (42 U.S.C. § 405(c)(2)(C)(viii)(I)). "... the term 'authorized person' means ... any person (or officer or employee thereof), who has or had access to social security account numbers or related records pursuant to any provision of law enacted on or after October 1, 1990. For purposes of this subclause, the term "officer or employee" includes a former officer or employee." (42 U.S.C. § 405(c)(2)(C)(viii)(III)).* The Identity Information is provided with RESTRICTED PRIVILEGES. Use, duplication, or disclosure by Government bodies and agencies and contractors thereof, and by agents thereof, is subject to restrictions as set forth in this License and in the following and other laws, inclusively: P.L. 93-579; P.L. 104-191; 5 U.S.C. § 522a; 20 U.S.C. § 1232g; 42 U.S.C. § 405; 42 U.S.C. § 1320; 18 U.S.C. §§ 241, 242, 245, 371, 659, 666, 1001, 1028, 1035, 1341, 1343, 1346, 1347, 1512, 1905, 1951, 1952, 1957, 1961-1968, 2314, 2315; et. al.; as applicable. You assert that you understand these and all other constraints of law and the constraints of this License before you accept the Identity Information, and with each acceptance or acquisition or usage or recording or copying or transmission or reception or collection or dissemination or distribution, or for each minute of possession or retention of the Identity Information or any portion thereof you reassert and aver that you understand these laws. Further, should Licensor have no ongoing business with you, you aver that you have no need for any continuing possession of the Identity Information, updated or former, and that any privileges to accept or acquire or use or record or copy or transmit or receive or collect or disseminate or distribute or possess or retain the Identity Information or any portion or form thereof permitted to you by this License and/or the law shall automatically expire immediately after the last business transaction between us and that you immediately cease to be eligible for any privileges to the Identity Information in whole or any form or part. All Identity Information provided to governmental bodies, or any agencies or contractors thereof, on or after January 1, 1975, is provided: (a) pursuant ONLY to representations that Licensor is burdened with a statutory mandate ("Disclosure is Mandatory") to disclose the Identity Information in accordance with P.L. 93-579 and 5 U.S.C. § 522a and 42 USC § 405(c)(2)(C)(v) and (i) in order to obtain the

service or benefit that Licensor requested; (b) pursuant to further restriction to subsequent disclosures ONLY recipient to whom disclosure is statutorily mandated upon Licensor (hereinafter "Mandatory Recipients") as enumerated by 42 USC § 405(c)(2)(C)(v) and (i), such that Mandatory Recipients are prohibited disclosures to any non-mandatory recipient or other party; and (c) subject to your recognition that State, County and Local laws and any administrative regulations that may direct any agency or organization, or its representative(s), to obtain Identity Information are: (i) subservient to Federal law; and (ii) invalid and unenforceable and null and void unless the purpose for collection is a specified "Mandatory" purpose and disclosure is deemed a "Mandatory Disclosure" as enumerated by 42 USC § 405(c)(2)(C)(v) and (i); and (iii) it is collected by an agency specified as a "Mandatory Recipient" by 42 USC § 405(c)(2)(C)(v) and (i); and (d) pursuant to your warrant that you are not MISREPRESENTING your statutory or regulatory mandate to SOLICIT or REQUEST or COLLECT the Identity Information as Licensor's statutory MANDATE TO DISCLOSE the Identity Information; and (e) that you warrant that you understand that any acquisition of the Identity Information by any means not expressly permitted by this License, including by misrepresentation of Licensor's statutory burden of disclosure or threat of withholding any service or benefit, is in direct violations of numerous laws, including felony violations of criminal statutes including but not limited to 18 U.S.C. §§ 241, 242, 1028, 1341, 1961-1968; 42 U.S.C. § 1320; et. al; as applicable. Where this License is more constrictive than statutes upon your acquisition, use, disclosure, possession or retention of any Identity Information, this License shall govern except in narrowly defined circumstances where that governance is PROHIBITED by direct conflict with Federal statutory requirements for "Mandatory Disclosure" specified and enumerated by P.L. 93-579 and 5 U.S.C. § 522a and 42 USC § 405(c)(2)(C)(v) and (i). This clause applies constraining terms upon Government bodies and agencies and contractors thereof, and agents thereof, IN ADDITION TO the constraining terms found elsewhere in this License, all of which you agree to be bound hereto.

#### LICENSE REGISTRATION/RENEWAL

You must register your License upon any change of the registered information or, if no change to the registered information occurs sooner, every one year not later than June 1st of every year. You must contact Licensor for each registration/renewal and provide all of the following: the date and time and source of your acquisition of the Identity Information; the complete provenance documentation for the Identity Information; the complete log of access to the Identity Information; the date and time of your last registration/renewal of your License to the Identity Information; information that describes you in full, including subcomponents such as (for example and including but not limited to) employees and agents and associates and affiliates and partners, and that includes all of the same kinds of Identity Information about you and your subcomponents and employees and agents and associates and affiliates and partners as you have on file describing Licensor (the Identity Information Licensed by you); the Identity Information describing Licensor that you retain; and a listing of all of your subcomponents and employees and agents and associates and affiliates and partners with access to the Identity Information. Your privileges granted by this License will terminate immediately at the first instant of June 2nd of every year in any event where you fail to register or renew you License, or such registration request or renewal request is not granted by written notice from Licensor.

#### CONTRACTUAL IDENTITY FEES

You agree that Licensor may change, modify or amend any or all of Licensor's Contractual Identity Fee(s) at any time without warning or notice, and that you shall be contractually liable in full for whatever Contractual Identity Fee(s) that Licensor determines to be applicable to you. You agree that payment of such Contractual Identity Fee(s) assessed to you in full in no way reduces or mitigates your liability for any other civil or criminal penalties that may apply in relation to your actions that incur the Contractual Identity Fee(s) or any other actions that you take that incur civil or criminal liability in relation to the Identity Information. You agree that the Contractual Identity Fee(s) stated in this clause of this License are informative only and are representative only of Contractual Identity Fee(s) applied to the Identity Information recently and shortly before your acceptance of this License, and that Contractual Identity Fee(s) applied to you are likely to be higher if you incur them, and you agree and stipulate that it is your responsibility to inquire about the current applicable rates separately. Recent License Fees have been: the greater value of: (a) \$750,000 (United States Dollars); or (b) €725,000 (Euros) or (c) 2% of your annual gross revenues from all sources for each acceptance or acquisition or usage or recording or copying or transmission or reception or collection or dissemination or distribution, or for each minute of possession or retention of the Identity Information or any portion thereof, inclusively. Contractual Identity Fee(s) not paid promptly at the time that they are incurred are subject to a compounding 30% Late Fee for each thirty (30) days past due that those Contractual Identity Fees are late, plus interest as Licensor determines appropriate, plus all expenses as Licensor determines them to be and including compensation for time and labor charged at a rate not less than that of you or your most highly compensated employee or your payroll as Licensor determines and sees fit. You further agree that you will pay compounding TRIPLING penalties in each and any event where you persist with violations and/or non-payment of Contractual Identity Fees knowingly or after notice which shall be in addition to and compounding any doubling charges incurred pursuant to the "PERMITTED USES AND RESTRICTIONS" clause of this License. You further agree that you will pay additional and compounding TENFOLD penalties in each and any event where you possess, maintain, disclose or disseminate any of the Identity Information or portion thereof that Licensor regards as false and offensive or malicious, or whenever you continue to retain or use or transmit any of the Identity Information contrary to Licensor's stated instructions. You agree that these recent example Contractual Identity Fees and any rates that may be significantly higher are reasonable charges and rates in your estimation for the incredibly valuable privileges that Licensor grants to you for limited usage of the priceless Identity Information. You further stipulate that the Contractual Identity Fees that the Licensor deems appropriate constitute real damages in any event where you fail to promptly pay such fees to Licensor and Licensor takes any legal action to secure such payment. You admit your understanding and stipulate that your option to not incur Contractual Identity Fees by simply complying in full with the terms and conditions and constraints of this License in toto to Licensor's satisfaction by constraining your actions with the Identity Information to those privileges granted to you by

this License in strictest conformity to Licensor's rights arising from any source whatsoever to Licensor's satisfaction is your sole and exclusive means of not incurring and owing Contractual Identity Fees. You further agree that you will pay all Contractual Identity Fee(s) to Licensor with cash in the currency(ies) of Licensor's choosing in the denomination(s) and form(s) of Licensor's choosing, and that upon the instant of any failure to make immediate payment of Contractual Identity Fees incurred, whether Licensor bills you for them or not, Licensor may confiscate any and all real and personal property and material goods and holdings and investments and interests and capital belonging to you and/or held by you and title to same becomes Licensor's immediately, and/or Licensor may place liens against such properties and possessions and belongings, as Licensor may choose, and Licensor may continue to make such confiscations or place such liens until Licensor has recuperated the full value of the Contractual Identity Fees as Licensor determines them to be.

#### INDEMINIFICATION

You agree: (a) to indemnify and defend Licensor from and against any and all charges or claims or lawsuits, including attorneys' fees, that arise from or result from your acceptance or acquisition or usage or recording or copying or transmission or reception or collection or dissemination or distribution, possession or retention of the Identity Information or any portion thereof; (b) to indemnify and hold Licensor harmless from liability of any and all kind, including attorneys' fees, and including in any charges or claims or lawsuits that arise from or result from your acceptance or acquisition or usage or recording or copying or transmission or reception or collection or dissemination or distribution, possession or retention of the Identity Information or any portion thereof; (c) to accompany each acceptance or acquisition or usage or recording or copying or transmission or reception or collection or dissemination or distribution, possession or retention of the Identity Information or any portion or form thereof, or any of your products and services that include the Identity Information or any portion thereof, with a IUULA notice and a copy of this License; and, (d) to pay any and all attorneys' fees that Licensor's attorneys may charge to provide legal and other services to Licensor: in relation to your acceptance or acquisition or usage or recording or copying or transmission or reception or collection or dissemination or distribution or possession or retention of the Identity Information or any portion thereof; or in relation to enforcement of this License in any manner and in any way related to your acceptance or acquisition or usage or recording or copying or transmission or reception or collection or dissemination or distribution, possession or retention of the Identity Information or any portion or form thereof.

#### CONTROLLING LAW AND SEVERABILITY

This License shall be governed by the laws of the United States, including codified and uncodified law. Exclusive jurisdiction over, and venue of, any suit arising out of or relating to this Agreement will be in the court(s) of Licensor's choosing with jurisdiction in the area of Licensor's chosen location. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.

#### COMPLETE AGREEMENT

This License constitutes the entire agreement between the parties with respect to the use of the Identity Information and supersedes all prior or contemporaneous understandings regarding such subject matter. You agree that Licensor may change, modify, amend, append or supplement this License, including fees, at any time without warning or notice. With each acceptance or acquisition or usage or recording or copying or transmission or reception or collection or dissemination or distribution, or with each minute of possession or retention of the Identity Information or any portion or form thereof that you may make or engage in, you assert and aver and ratify that this License: supersedes all prior or contemporaneous understandings regarding such subject matter; and supersedes all competing terms and conditions regarding such subject matter including any such terms or conditions that may be found on any documents containing the Identity Information or any portions or forms thereof including Licensor's signature; and may not be modified by you in any way through any means or instrument whatsoever.

(Hereon, herewith, hereunder et seq.)