

Agreement for TRACE, RETRACE AND ID Search

The undersigned Subscriber, and Trans Union de Puerto Rico hereby make the following agreement:

Subscriber may obtain from Trans Union any or all of the following:

Name and address information upon entering a social security number into the Trans Union system (herein called **TRACE**);

Social security information upon entering a name and address (herein called **ReTRACE**); and

Name, address and social security number upon entering name, address and social security number or name and social security number (**IDSearch**).

The foregoing are referred to herein collectively as "**The Products**". No credit information shall be supplied in response to such an inquiry for any of the products.

Additionally, Trans Union has established a database of information provided by its subscribers, other third parties, and independently assembled, that consists of address, telephone number, Social Security Number and other data as may from time to time be added, used or potentially useable in unsatisfactory credit experiences (hereinafter called "**Hawk**"). Trans Union agrees to make **Hawk** available to Subscriber with any of **The Products** upon request under the terms and conditions set forth herein, unless Subscriber elects at any time during the term of this Agreement to not receive **Hawk**. Subscriber agrees all matches to the **Hawk** database will be reverified. Trans Union does not guarantee the accuracy or reliability of **Hawk**, and a match, or lack of a match, is not intended, in itself, to guarantee reliability. Accordingly, Subscriber agrees to use such information at its own risk.

The nature of Subscriber's business is: Education (Federal Loan Office)

Subscriber intends to use one or more of **The Products** for the appropriate purpose(s) checked below, and for no other purpose:

- Verification of customer identification
- Locating customers/debtors/beneficiaries/policy holders/association members
- Locating consumer for medical purposes
- Investigating or preventing actual or potential fraud, fraudulent applications, or fraudulent claims
- Locating witnesses/suspects/missing persons
- Other appropriate purpose: _____

Subscriber agrees that it shall use **The Products** only for its exclusive use, and to hold the information in strict confidence and not to disclose it to any third parties. **The Products** will be requested only by the Subscriber's designated and authorized representatives. Employees will be forbidden to attempt to obtain any of **The Products** on themselves, associates, or any other person except in the exercise of their official duties.

Subscriber shall pay a fee for each inquiry for any of **The Products**, according to the then current published fee schedule. Additionally, Subscriber agrees to pay to Trans Union any applicable membership fee or monthly minimum according to the published fee schedule.

Subscriber agrees to pay Trans Union upon receipt of the statement for the services rendered during the previous thirty (30) day period according to the current rate schedules in effect.

Trans Union agrees to maintain information on individuals as furnished by its subscribers or obtained from other available sources.

Trans Union reserves the right to change the charges from time to time, but no change in such charges shall become effective as to the Subscriber earlier than thirty (30) days after written notice thereof shall have been given by Trans Union to the Subscriber.

Trans Union shall use good faith in attempting to obtain information from sources deemed reliable, but does not guarantee the accuracy of information reported, and in no event shall Trans Union be held liable in any manner whatsoever for any loss or injury to Subscriber resulting from the obtaining or furnishing of such information; and further Subscriber agrees to hold Trans Union harmless and indemnify it from any and all claims, losses, and damages arising out of alleged liability or failure of the Subscriber to keep and perform any of its obligations described herein.

There shall be no refunds or rebates of any annual Subscriber fee under this Agreement. All subscriber fees are compensation for supplying service and carrying the account.

This Agreement shall remain in force and effect for one year from date hereof, and thereafter, from year to year, on the same basis as set forth herein except that either party may cancel this Agreement at any time upon notice at least ten (10) days prior to the end of the current monthly payment period.

It is further agreed, however, that with just cause, such as delinquency or violation of the terms of the contract or a legal requirement, Trans Union may, upon its election, discontinue serving the Subscriber and cancel this Agreement immediately.

The parties hereto agree that this instrument is the full and complete Agreement between them regarding the furnishing of The Products, and is not to be altered, varied, or enlarged upon by any verbal promises, statements, or representations not expressed herein. This Agreement shall be not binding on either party until accepted by Trans Union.

Trans Union de Puerto Rico

By: 

Print Name: Jose A. Rodriguez

Title: Financial Adm. Compliance

Date: 1-31-00

Subscriber: University of Puerto Rico
Mayagüez Campus

By: 

Print Name: Zulma R. Toro Ramos, Ph. D.

Address: P.O. Box 9000

Mayagüez, P.R. 00681-9000

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