



920 W Great Basin Dr Meridian, ID 83642 Phone: 208-401-5698

TERMS AND CONDITIONS NOTICE REGARDING INSURANCE TRACING REQUESTS

BY SUBMITTING A REQUEST WITH RED FOLDER RESEARCH AND/OR RED FOLDER INVESTIGATIONS (RFR), AN IDAHO LIMITED LIABILITY COMPANY, YOU (THE "CUSTOMER") HEREBY CONFIRM AND ACKNOWLEDGE THAT YOU READ, UNDERSTAND, AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS.

FEES & BILLING

OUR TERMS OF BUSINESS are **NET FIFTEEN (15) days**, unless prior arrangements have been made. The fifteen (15) days begins from the date RFR returns the emailed or faxed results and invoice to your office. There will be a fifteen (15) grace period. Invoices not paid within the fifteen (15) day grace period are subject to a twenty-five dollar (\$25) late fee. Every subsequent thirty (30) days will result in an additional 15% (of total balance) late fee. Invoices not paid within sixty (60) days will result in collections actions and the pursuit of legal remedies.

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.

EXCEPTIONS TO THE FEE SCHEDULE may apply in cases involving lengthy research due to the age of the case. In these situations we will clearly outline any additional charges that will apply and will seek your approval in writing prior to our commencing the work.

IN SITUATIONS WHERE INCOMPLETE OR INACCURATE information has been provided to our office at the commencement of the trace, we will do our best to notify you of any additional fees that may become applicable as a result.

THERE IS NEVER A CHARGE to you if we are unable to identify policy limits on the date of loss. However, when requesting a limits only search, we will assume that you have already confirmed that the policy was in effect on the date of loss. As such, we will report the limits of the policy on the date of loss provided. Otherwise we will report the limits of the policy as ZERO (0) indicating the policy was not in effect on the date of loss. You will be invoiced regardless. The only time there will not be an invoice for a LIMITS ONLY search, is if we are unable to obtain the limits of the policy that was indeed in effect on the date of loss.

POLICY EXISTENCE TRACES are **not** conducted on a "No-Find, No-Fee" basis. A \$25 Processing Fee applies regardless of outcome.

SHOULD WE OBTAIN ONLY PART OF THE INFORMATION REQUESTED, you will be invoiced only for that portion of the Request. (i.e. your request to us is to identify the insurer, policy number and policy limits. However, if we are only able to identify the insurer, you will only be invoiced for the portion of the information provided.)

TURN AROUND TIMES FOR NORMAL LIABILITY LIMIT TRACES are 5-7 business days. RFR shall not be responsible for extended delays or failure in performance resulting from force majeure or other causes beyond reasonable control.

ALL RUSH cases are placed ahead of all NON-RUSH cases, however, the RUSH fee is waived when the requested information is not obtained or if the research has taken in excess of five (5) business days. THREE (3) Day Rush cases are typically completed immediately upon request and therefore CANNOT BE CANCELLED.

TERMINATION of a submitted request will result in a \$50 Termination Fee. Terminations or any changes to the initial Request Form 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. We have no way of knowing what policy(s), if any, you are aware of, unless they are made known to us at the time of your request submission. Policies noted on police reports are NOT considered valid policies, so we do not interpret them as known policies unless you specifically advise us that they are valid.

DISPUTE OF FEES must be brought to our attention within ninety (90) days from the date of invoice. Disputes brought after this period will not be considered.

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 client 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, we will provide you with the Insurer name and last known address on record when their business operations ceased.

TERMINATION shall be defined as the termination or cancellation of any search or request at any point following our receipt of the Request.

PROCESS

REQUESTS 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 client's responsibility to ensure that duplicative or substantially similar Requests are not submitted. Disputes of fees resultant to duplicated Requests will not be considered.

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 client will be invoiced in accordance with the Fee Schedule.

TURNAROUND time for our research is approximately 5-7 business days. However, we do offer several expedited services. All results will be emailed to the client immediately upon completion of our research with an applicable invoice.

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

DISCLAIMER

RED FOLDER RESEARCH, LLC (RFR) 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 RFR makes no warranty or guarantee, either expressed or implied, that the information provided herein is correct, since the information has been obtained from supplementary sources. You should not make a decision to proceed based solely upon the information provided herein, but should also use reasonable care and utilize other sources of information that are available to you in order to make your decision as to how to proceed. All services are provided on an as-is and as-available basis. Therefore, RFR and its partners, employees, agents, affiliates, and contractors make no representations, undertake no duties, and assume no responsibility for the accuracy or completeness of forms, reports, or other information provided to Customer, nor any errors or omissions contained therein. RFR disclaims all warranties and duties of any kind, whether implied, express, or statutory, including, but not limited to, any implied warranties of merchantability or fitness for a specific purpose, duties of workman-like effort, or negligence. RFR services, reports, and provided information shall be used at Customer's own risk. Customer is responsible for implementing sufficient procedures to satisfy Customer's requirements for accuracy and completeness of information prior to acting in reliance on such information. Customer's sole remedy for any claim related to this contract against RFR (or any of its partners, employees, agents, or contractors) shall be a refund of the amount paid for the particular service that caused Customer any damages, even if such damages resulted from reasonable reliance on information RFR provided to Customer. Customer also agrees that the damage exclusions and this limitation of liability shall apply despite any failure of an applicable remedy essential purpose.

NO INCIDENTAL OR CONSEQUENTIAL DAMAGES

CUSTOMER AGREES, to the fullest extent allowed by applicable law, that RFR nor any of its partners, affiliates, agents, employees, or contractors will be liable to Customer and/or any other person or entity for general, special, incidental, consequential, indirect, or punitive damages of any kind, including, but not limited to, damages resulting from reliance, goodwill, malpractice, or profits, whether or not RFR has been advised of the possibility, or under any legal or equitable theory of liability, including theories of tort, contract, or otherwise arising out of the use of RFR's information and services.

INDEMNIFICATION

CUSTOMER AGREES to indemnify and hold RFR harmless from and against all claims (including legal and attorneys' fees) arising out of or relating to (a) Customer's Breach of any terms of this agreement, (b) Customer's improper use of RFR's services to violate the laws and regulations of any relevant jurisdiction, and (c) claims resulting from Customer's inaccurate information as well as any action taken from results based on such information.

GOVERNING LAW

THIS AGREEMENT shall be governed by the laws of the STATE OF IDAHO without regard to its conflict of law provisions. Should a dispute arise, Customer and RFR agree to submit to the personal and exclusive jurisdiction of the courts located within Ada County, Idaho.

AFFIRMATIONS AND DECLARATIONS

CUSTOMER AGREES to utilize RFR's services only for lawful purposes in all applicable jurisdictions. Customer agrees that, to the best of Customer's ability, Customer will (a) request all information required at the time the initial request is submitted, and (b) provide accurate, current, and complete information about the individual(s) or companies to be searched. Customer acknowledges that, if any information provided to RFR is inaccurate at any point in time, or is otherwise incomplete or not up to date, Customer agrees that RFR will not in any way be held responsible for inaccurate reports or information given to Customer, or Customer's associated reliance or damages related to such information. Further, Customer acknowledges that information provided by RFR is collected from third party research agency data and thus, may be inaccurate, out of date, contain errors or omissions, or otherwise be incorrect.