

Terms of Service

Last updated: February 18, 2026

These Terms of Service (“Terms”) govern access to and use of the data services, APIs, and related systems made available by Cleara, LLC (“Cleara”). These Terms apply to the entity (“Customer”) identified in the applicable Order Form, Master Services Agreement, SOW, SLAs or other written agreement (hereinafter collectively referred to as “Agreement”).

If there is a conflict between these Terms and the Agreement, the terms of the Agreement shall prevail and control.

1. Services

Cleara provides access to certain information services, information products and other related services for resale to businesses providing complementary data and services to their clients including retrieval, processing, and delivery of public record and related information (“Service s”) to credentialed business customers.

Services may include:

- API-based data access
- Public record aggregation
- Identity resolution and data matching
- Monitoring-related services
- Technical documentation and support
- Cleara may modify or enhance the Services from time to time.

2. Eligibility and Credentialing

Access to the Services is limited to credentialed business entities that have completed Cleara’s onboarding and verification process.

Customer represents and warrants that:

- It is a lawful business entity
- It has a permissible purpose for accessing the Services
- It will use the Services solely within the scope of its credentialed authorization

Cleara may suspend or terminate access if Customer fails to maintain eligibility or violates these Terms.

3. Permitted Use and Legal Compliance

Customer shall use the Services solely:

- For lawful business purposes
- In compliance with all applicable federal, state, and local laws
- In compliance with the Fair Credit Reporting Act (“FCRA”), where applicable
- In accordance with any applicable Order Form, Master Services Agreement, SOW and SLAs

Customer is solely responsible for:

- Determining the legality of each specific use case
- Providing required disclosures to end users
- Obtaining necessary authorizations and certifications
- Ensuring downstream compliance with applicable law

Cleara does not provide legal advice and does not determine Customer’s permissible purpose.

4. Restrictions

Customer shall not:

- Use the Services for unlawful discrimination
- Access data without a permissible purpose
- Resell, sublicense, or redistribute data except as expressly authorized in writing
- Attempt to reverse engineer, decompile, or otherwise extract proprietary system architecture
- Use the Services for marketing, advertising, or consumer solicitation unless expressly authorized
- Use /or make available Cleara services to its clients on a stand-alone basis

Customer acknowledges and represents and warrants that :

- It will only use the Cleara service as in the Master Service Agreement and is prohibited from providing the Cleara Service on a stand-alone basis.
- The Cleara service will be used solely as set forth in an applicable SOW and in accordance with applicable laws.
- It will not use any information contained in the Cleara Service as a factor in establishing an individual’s eligibility for credit or insurance to be used primarily for

personal, family or household purposes, or employment purposes, or for any other purposes governed by the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq. (hereinafter the "FCRA").

- The Cleara service is not provided by a "consumer reporting agency," as that term is defined in the FCRA, and the Cleara service is not a consumer report, that the records returned as part of the Cleara service are returned in response to queries formulated by Customer, and may not relate to any particular consumer nor intended to be incorporated into a consumer report, as that term is defined in the FCRA.
- It will not use the Cleara service for any of the following purposes: (1) in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes or in connection with the review or collection of an existing credit account of a consumer; (2) for employment purposes; (3) in connection with a determination of a consumer's eligibility for a license or other benefit granted by a government agency; (4) as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with, an existing credit obligation; or, (5) for any other purpose deemed to be a permissible purpose under the FCRA.
- If Customer is a "consumer reporting agency" as that term is defined in the FCRA, Customer shall (i) shall only use the Cleara services for its own internal research purposes; and (ii) shall not incorporate, include, or otherwise insert the Cleara services (or any data elements therefrom) after independent verification
- Customer assumes all responsibility for the inclusion of any particular record in any Consumer Report that prepares and delivers to an End User and if Customer is a "consumer reporting agency", it shall conduct its business in compliance with applicable obligations under the FCRA and applicable state consumer reporting laws.
- Customer assumes all responsibility for the inclusion of any particular record or information in any report that it prepares and delivers to its clients (whether such record or information was sourced from Cleara or otherwise). Among other things, Customer shall confirm that any information included in a report relates to the subject of the report, is accurate and current, and may legally be disclosed under applicable laws.
- Customer will conduct its business in compliance with applicable obligations under the FCRA (if applicable) and other state consumer reporting laws (if applicable).

5. Data Nature and Accuracy

Cleara aggregates information from public record repositories and third-party sources.

Customer acknowledges that:

- Data may contain inaccuracies or outdated information
- Cleara does not guarantee accuracy, completeness, or timeliness
- Public record information reflects source records and may not be independently verified

Customer is responsible for evaluating data prior to making any information available to its clients.

6. Confidentiality

Each party agrees to protect the other party's non-public information using reasonable safeguards.

- Customer shall protect:
- API credentials
- Access tokens
- System documentation
- Any non-public Cleara materials

Confidential information shall not be disclosed except as required by law.

7. Information Security

Cleara maintains administrative, technical, and physical safeguards designed to protect personal information processed through the Services.

Customer is responsible for:

- Securing its internal systems
- Controlling user access
- Preventing unauthorized use of API credentials

8. Privacy and Data Handling

Cleara's processing of personal information is described in its Privacy Policy.

Customer acknowledges that Cleara processes personal information in its capacity as a service provider to credentialed business customers.

Customer remains responsible for its own privacy compliance obligations in connection with its use of the Services.

9. Suspension and Termination

Cleara may suspend or terminate access:

- For violation of these Terms
- For suspected unlawful activity
- For non-payment under an applicable agreement
- As required by law

Upon termination, Customer must cease use of the Services.

10. Disclaimer of Warranties

The Services are provided “as is” and “as available.”

To the maximum extent permitted by law, Cleara disclaims all warranties, whether express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

11. Limitation of Liability

To the fullest extent permitted by law, Cleara shall not be liable for indirect, incidental, special, consequential, or punitive damages.

Cleara’s aggregate liability arising out of or relating to these Terms shall not exceed the total fees paid by Customer to Cleara during the twelve (12) months preceding the claim.

12. Indemnification

Customer shall indemnify and hold harmless Cleara from claims, damages, losses, and expenses arising out of:

- Customer’s misuse of the Services
- Customer’s violation of law
- Customer’s breach of these Terms

13. Governing Law

These Terms shall be governed by the laws of the State of Pennsylvania, without regard to conflict of law principles.

14. Amendments

Cleara may update these Terms upon written notice to Customer. Continued use of the Services after notice constitutes acceptance of the revised Terms, unless otherwise governed by a separate signed agreement.

15. Contact Information

Cleara

Compliance Department

1-844-784-9954

privacy@cleara.com