

RecordsCheck.net Subscriber Agreement

Steps to submit your application:

1. Print, fill out and sign.
2. Include copies of documentation verifying your business and/or professional license such as business license, professional license, corporate articles of incorporation or similar.
3. Sign and fax with supporting documents to **954-827-0508** or scan and email to **Sales@RecordsCheck.net**

The information submitted on this application and agreement will be used to determine eligibility for accessing information provided by RecordsCheck.net. RecordsCheck.net reserves the right to reject this application and agreement without recourse against RecordsCheck.net or any of its employees, officers, agents or affiliates or other staff. Additionally, the applicant hereby authorizes RecordsCheck.net to independently verify the information provided herein.

Section A: Company Information

Official Company Name _____

D/B/A (If Any) _____

Address _____

City _____ State _____ Zip _____

Telephone (____) _____

Website (if any) _____

Section B: Account Contact Information

First Name _____

Last Name _____

Title _____

Telephone (____) _____ Ext. _____

Fax (____) _____

Email Address _____

Section C: Company Principals

Principal(s) of Company

First Name _____

Last Name _____

Title _____

First Name _____

Last Name _____

Title _____

Dun and Bradstreet Number (If Any) _____

Section D: Type of Business

___ Corporation ___ Sole Proprietor ___ Other _____

Partnership/LLC State of _____

Federal Tax ID Number _____

Business/Professional License Number (If Any)

Date Issued/Expiration Date _____

Town/City Issued _____

County Issued _____

State Issued _____

Section E: Industry Class (What best describes your business – Select One)

___ Attorney/Law Office ___ Insurance ___ Banking ___ Media

___ Landlord Management Company ___ Collections ___ Government

___ Process Server ___ Human Resources ___ University

___ Other (Specify) _____

Section F: GLB Acceptable Uses (Check all that apply - At least one must be checked)

The information that RecordsCheck.net provides to the end user may contain consumer identification information governed by the Gramm-Leach-Bliley Act (GLB) . In accordance with GLB, such information may only be used for the following purposes:

___ Completion of a transaction authorized by the consumer including but not limited to (a) collection of delinquent accounts, (b) employment application information verification, (c) property leasing application information verification , (d) insurance application information verification. Fair Credit Reporting Act (15 U.S.C. ss 1681 et seq.) rules apply.

___ Law Firm and attorney functions

___ Insurance Purposes including (a) account administration, (b) reporting, (c) fraud prevention, (d) premium payment processing, (e) claim processing and investigation, (f) benefit administration, (g) research projects.

___ Fraud prevention and detection

___ Required institutional risk control/dispute resolution for resolving subscriber disputes or inquiries

Section G: Non-GLB Acceptable Uses (Check all that apply - At least one must be checked)

- ___ Fraud Prevention
- ___ Child support enforcement
- ___ Uniting separated families
- ___ Locating missing persons and heirs to estates
- ___ Locating pension fund beneficiaries
- ___ Consumer protection
- ___ Locating organ and bone marrow donors
- ___ Promoting the integrity of the political process
- ___ Significant journalistic endeavors
- ___ Apprehending criminals
- ___ Other legitimate business use
- ___ Debt collection
- ___ Investigations in civil litigation

AGREEMENT

This service agreement ("Agreement") by and among RecordsCheck.net ("RecordsCheck.net") and applicant, hereafter referred to as ("Subscriber"). Subscriber is granted a limited license to access RecordsCheck.net's on-line data retrieval system known as the ("Network") and the information therein, on the following terms and conditions:

1. SERVICE - RecordsCheck.net provides nationwide public record information, document retrieval and related services (the "Services") through it's proprietary databases and from information obtained from third parties. Subscriber hereby subscribes to Services and agrees to pay RecordsCheck.net the applicable rates and charges assigned to each individual search as set forth within the current price sheet. Subscriber also agrees that RecordsCheck.net may change the price of a search from time to time as so long as RecordsCheck.net posts the new pricing prior to actually doing so.

2. LIMITATION OF LIABILITY - SUBSCRIBER HEREBY AGREES TO BEAR THE RISK OF ANY LIABILITY RELATING TO ITS USE OF THE SERVICE. ACCORDINGLY, SUBSCRIBER'S USE OF THE ONLINE SYSTEM IS ENTIRELY AT ITS SOLE RISK. RecordsCheck.net WILL NOT BE RESPONSIBLE TO SUBSCRIBER OR ANY THIRD PARTIES FOR ANY

DIRECT OR INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES SUBSCRIBER MAY INCUR IN CONNECTION WITH OUR SERVICE, SUBSCRIBER'S USE THEREOF OR ANY OF THE DATA OR OTHER MATERIALS TRANSMITTED THROUGH OR RESIDING ON OUR SYSTEM, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF WE HAVE ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

3. INDEMNIFICATION - Subscriber shall defend and indemnify RecordsCheck.net and hold it harmless from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorney's fees), relating to Subscriber's use of Services. Subscriber is aware of the sensitive nature of information contained in the Services, and that its use may be controlled under state and federal law. Subscriber acknowledges this assumption of risk, and neither RecordsCheck.net nor any third parties underwrites this risk in any manner whatsoever.

4. DISCLAIMER OF WARRANTY - THE SERVICE IS PROVIDED "AS IS" AND RECORDSCHECK.NET MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY OTHER WARRANTY, CONDITION, GUARANTY, OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE SERVICE.

5. RESTRICTED LICENSE - RecordsCheck.net hereby grants to subscriber a restricted license to use the system in accordance with the acceptable use(s) identified by subscriber in the application and agreement. The application and agreement has identified industry specific appropriate uses for which it's services are to be used, and subscriber agrees to state its appropriate use for any requested information prior to accessing it, to limit its use to those stated purposes and to take appropriate measures so as to protect against the misuse of information provided pursuant to the services.

6. TERM OF AGREEMENT - The term of this Agreement shall extend from the date of RecordsCheck.net's acceptance, and shall continue until terminated without cause by either party upon thirty (30) days prior notice, or as otherwise provided herein. In the event Subscriber violates any portion of this agreement, RecordsCheck.net may immediately terminate this Agreement. Cancellation shall be the sole remedy available to Subscriber in the event of a default by RecordsCheck.net.

7. SUBSCRIBER'S COMPLIANCE WITH STATE AND FEDERAL LAWS - Subscriber shall not use the Network in a manner contrary to or in violation of

any applicable federal, state, or local law, rule, or regulation, including but not limited to the Fair Credit Reporting Act (15 U.S.C.A. § 1681 et seq.), the Gramm-Leach-Bliley Act (GLB), and the Driver's Privacy Protection Act (DPPA). Misuse of the Service or Network shall constitute a material breach of this Agreement. Subscriber covenants that it will only use the Services for legitimate business purposes. Subscriber covenants that it will not use any credit information obtained by it through the Network as a factor in establishing consumer's eligibility for credit or insurance. subscriber hereby certifies to RecordsCheck.net that subscriber's use of certain identification-only products, including but not limited to credit header products, is pursuant to an exception under the GLB act as designated in Section F.

8. AUDIT - Subscriber understands and agrees that in order to ensure compliance with GLB, RecordsCheck.net will conduct occasional reviews of subscriber activity and may, on a random basis, contact subscriber to provide documentation of executed searches.

9. PAYMENT OF FEES - RecordsCheck.net currently utilizes an automated payment system that requires the subscriber to fund their account to conduct searches. Subscriber agrees that all credit card information that is input into the payment forms will be authorized by the individual whom the credit card is issued to. Subscriber also agrees that in the event of a dispute (chargeback), subscriber will bear all responsibility in satisfying the outstanding charge and a \$25.00 (twenty-five dollars) processing fee.

I HEREBY CERTIFY that I am authorized to execute this application and agreement on behalf of the applicant listed above and that the statements I have provided in this application and agreement are true and correct. Further, I hereby certify that the applicant agrees to the terms and conditions set forth in this application and agreement.

APPLICANT

Signature _____

Print Name _____

Title _____

Date _____

Important: Please also attach copies of your supporting documents to speed up the processing of your application process.