

ChoicePoint



ChoicePoint Public Records Inc.

SUBSCRIBER APPLICATION AND SERVICE AGREEMENT

PLEASE NOTE: INCOMPLETE OR INCORRECT INFORMATION MAY RESULT IN A DELAY AND/OR DENIAL OF YOUR APPLICATION

To submit your application:

1. Please type or print all information requested and fax to (561) 982-5895.
2. Please attach a copy of your professional or business licensing or certified Articles of Incorporation. **NOTE:** The Business name on your license must match the Business name you enter below.
3. If publicly traded, a business license is not required. Please provide your stock symbol.
4. Please initial the bottom of each page of the Agreement and return in its entirety.

The information submitted on this Subscriber Application and Service Agreement will be used to determine eligibility in accessing information provided by ChoicePoint Public Records Inc. (ChoicePoint). ChoicePoint reserves the right to reject this Agreement for any reason whatsoever without explanation, or recourse against ChoicePoint and/or its employees or officers. Additionally, the applicant hereby authorizes ChoicePoint to independently verify the information provided herein.

BUSINESS INFORMATION (ALL ITEMS ARE MANDATORY)

Business Name:

Office Phone:

Fax:

Website (if applicable):

Physical Business Address: (NO PO BOXES)

City:

State:

ZIP Code:

Date Business commenced: (MM/YYYY)

Stock Symbol (if applicable):

INDUSTRY CLASS (CIRCLE ONE ITEM THAT BEST DESCRIBES YOUR BUSINESS)

ATTORNEY /LAW OFFICE

INVESTIGATIONS

BANKING / FINANCIAL

RETAIL / WHOLESALE

INSURANCE

HUMAN RESOURCES

SECURITY COMPANY

PROCESS SERVER

NEWS MEDIA

BAIL BONDS

OTHER (SPECIFY)

INTENT OF USE OF DATA: (NOT THE SAME AS INDUSTRY CLASS):

TYPE OF BUSINESS (CIRCLE ONE ONLY)

SOLE PROPRIETOR

PARTNERSHIP

CORPORATION
STATE OF:

FEDERAL TAX ID NUMBER:

LICENSES REQUIRED: A PROFESSIONAL LICENSE IS REQUIRED IF YOUR BUSINESS IS PROFESSIONALLY REGULATED, A BUSINESS LICENSE / ARTICLES OF INCORPORATION ARE REQUIRED FOR ALL OTHERS. (REMEMBER TO INCLUDE LEGIBLE COPY W/ APPLICATION)

PROFESSIONAL LICENSE#:

BUSINESS LICENSE #:

LICENSE EXPIRATION DATE: (MM/DD/YY):

CITY OF ISSUANCE:

COUNTY OF ISSUANCE:

STATE OF ISSUANCE:

ACCOUNT CONTACT INFORMATION				
Last Name:		First Name:		
Title:		Phone:		
Cell Phone (if applicable):		E-mail:		
BILLING INFORMATION				
TYPE OF BILLING REQUESTED (CIRCLE ONE):		CREDIT CARD		INVOICE (DUE UPON RECEIPT)
IF YOU CHOOSE CREDIT CARD BILLING – FILL IN SECTION BELOW PLEASE NOTE: APPLICANT AND CREDIT CARD HOLDER MUST MATCH – IF NOT, CONTACT YOUR SALES REPRESENTATIVE FOR THIRD-PARTY BILLING REQUEST				
TYPE OF CREDIT CARD (CIRCLE ONE):	MASTERCARD	VISA	AMERICAN EXPRESS	DISCOVER
Cardholder Name:				
Credit Card Number:			Expiration Date: (MM/YY)	
Credit Card Billing Address:				
City:		State:	ZIP Code:	
IF YOU CHOOSE TO BE INVOICED – FILL IN SECTION BELOW				
Billing Contact Name:				
Title:		E-Mail:		
Billing Address:				
City:		State:	ZIP Code:	
Phone:	Fax:	E-mail:		
PRINCIPALS OF COMPANY (REQUIRED FOR ALL SOLE PROPRIETORS & PARTNERSHIPS)				
NAME:	TITLE:	SOCIAL SECURITY #:		
NAME:	TITLE:	SOCIAL SECURITY#:		
NAME:	TITLE:	SOCIAL SECURITY#:		

SERVICE AGREEMENT

This Agreement is entered into between ChoicePoint Public Records Inc. and its affiliates and subsidiaries ("CPPR"), and the entity first set forth herein ("Subscriber").

1. **SERVICE.** CPPR provides nationwide public record information, document retrieval and related services ("Services") using its proprietary databases and information obtained from third parties ("Third Parties"). Subscriber hereby subscribes to Services for use as a factor in making its business decisions and agrees to pay to CPPR the applicable rates and charges set forth herein.
2. **PERFORMANCE.** CPPR will use reasonable efforts to deliver Services requested by Subscriber and to access, update, augment and maintain its compilation of information gathered from selected public records and other sources used in the provision of Services hereunder. Subscriber accepts all information "AS IS."
3. **SUBSCRIBER CREDENTIALS AND CREDIT REPORT.** Subscriber acknowledges and understands that CPPR will only allow Subscriber to access the Services if Subscriber's credentials can be verified in accordance with CPPR internal credentialing procedures. Subscriber shall notify CPPR immediately of any changes to the information on Subscriber's application for Services and, if at any time Subscriber no longer meets such procedures, CPPR may terminate this Agreement. Furthermore, Subscriber acknowledges and agrees that as part of the credentialing process, Subscriber's credit report(s) may be requested by CPPR in accordance with Federal Fair Credit Reporting Act from one or more consumer reporting agencies. Upon Subscriber's request, Subscriber will be informed of whether any credit report was requested, and the name and address of the credit-reporting agency that furnished the report to CPPR.
4. **CHARGES TO SUBSCRIBER.** For each response to a request for information, including "no record found," Subscriber agrees to pay to CPPR the applicable charge then prevailing for Services rendered to Subscriber. Subscriber shall pay to CPPR prices as updated from time to time through on-line announcements, Subscriber Bulletins, and published price schedules. All current and future CPPR pricing documents are deemed incorporated herein. Furthermore, Subscriber shall be responsible for payment for all Services obtained through Subscriber's access identification code. Payment by Subscriber is due and payable ten (10) days from the date of invoice. If payments are past due more than ten (10) days from the date of invoice, CPPR may terminate this Agreement. Subscriber is responsible for payment of all collection costs and attorney fees incurred by CPPR through its efforts to collect on balance(s) owed by Subscriber. All remittances shall be sent to the "remit to" address on the invoice.
5. **OWNERSHIP.** Subscriber acknowledges that CPPR and/or Third Parties retain all right, title, and interest under applicable contractual, copyright and related laws in the databases and information contained therein and used to provide Services hereunder. Subscriber shall use such information consistent with such right, title and interest and notify CPPR of any threatened or actual infringement thereof.
6. **SUBSCRIBER USE LIMITATIONS - END USER.** Subscriber acknowledges that this Agreement grants Subscriber a limited license in exchange for payment of the fees and charges set forth herein, and Subscriber shall not reproduce, retransmit, republish or otherwise transfer for commercial purpose any information that Subscriber receives from Services, except to employees whose duties reasonably relate to the legitimate business purposes for which the information is requested. Subscriber warrants that it is the end user of the information. Subscriber agrees to limit use and dissemination of information from Services solely to use(s) set forth under Business Use(s) as stated herein and as indicated by Subscriber online. Uses outside of the normal course of business include without limitation: accessing or using information on public figures, including names in the news, media personalities, politicians, etc., unless used for the completion of a business transaction.
7. **SUBSCRIBER USE LIMITATIONS - FAIR CREDIT REPORTING ACT.** Subscriber agrees not to use any CPPR Services, excluding credit reports, for consumer credit purposes, consumer insurance underwriting, employment purposes, tenant screening purposes, or for any other purpose(s) covered by the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq) ("FCRA") or similar state statute.
8. **SUBSCRIBER USE LIMITATIONS - CREDIT REPORTS** If Subscriber is permitted to purchase a Credit Report in accordance with the FCRA, Subscriber certifies and agrees to the following:
 - a) Before requesting a Credit Report, Subscriber will provide the individual to be reported on with a clear and conspicuous disclosure that a Credit Report may be procured as part of the business due diligence process. In addition, before requesting a Credit Report, the individual to be reported on must authorize in writing the procurement of the Credit Report by Subscriber. Upon CPPR's request, Subscriber must produce such authorization for review by CPPR.
 - b) Credit Reports will only be ordered to be used as a factor in business related due diligence, and such Credit Reports will be used for no other purpose.
 - c) To keep all Credit Reports, whether oral or written, strictly confidential and except as required by law, reveal no information from reports to any person except the person reported on or a person whose duty requires him to participate in the decision for the transaction for which the report was ordered. If the individual reported on, or his representative, requests report information, that person may be referred to CPPR for disclosure under the FCRA.

- d) Before taking any adverse action based in whole or in part on the Credit Report, the Subscriber shall provide, in writing, to the individual reported on a description of the information that influenced this decision. Further, Subscriber will provide the individual ChoicePoint's address and toll-free national telephone number such that CPPR can make full disclosure of any information reported or held by CPPR on said individual.
9. **SUBSCRIBER USE LIMITATIONS - DRIVER'S PRIVACY PROTECTION ACT.** Subscriber agrees to use any CPPR data, which is the subject of this Agreement, in strict conformance with the Federal Drivers Privacy Protection Act (18 U.S.C. Section 2721 et seq.) and similar state statutes, if applicable.
10. **SUBSCRIBER USE LIMITATIONS - GRAMM-LEACH-BLILEY ACT.** Subscriber agrees to use any CPPR data, which is the subject of this Agreement, in strict conformance with the Gramm-Leach Bliley Act (U.S.C. Title 15, Chapter 94, Section 6801 et seq.) and similar state statutes, if applicable.
11. **MVR INFORMATION.** If Subscriber is permitted to purchase motor vehicle records ("MVR Data") from CPPR, without in any way limiting Subscriber's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:
1. Subscriber shall not use any CPPR-provided MVR Data, or portions of information contained therein to create or update a file to the end that Subscriber develops its own source of driving history information.
 2. As requested by CPPR, Subscriber shall complete any state forms that CPPR is legally or contractually bound to obtain from Subscriber before serving Subscriber with state MVR Data.
 3. CPPR may conduct reasonable and periodic audits of Subscriber's use of MVR Data. Subscriber shall maintain for a period of 3 years a complete and accurate record, including identity and purpose, of every access to any personal information in MVR Data in its system. Further, in response to any audit, Subscriber must be able to substantiate the reason for each MVR Data order.
12. **SUBSCRIBER USE LIMITATIONS - AMERICAN BOARD OF MEDICAL SPECIALTIES ("ABMS") DATA.** Subscriber shall not use ABMS Data, nor permit others to do so, for purposes of determining, monitoring, tracking, profiling or evaluating in any manner, the patterns or frequency of physicians' prescriptions or medications, pharmaceuticals, controlled substances, or medical devices for use by their patients.
13. **MISUSE OF SERVICES OR INFORMATION.** Subscriber agrees to take appropriate measures so as to protect against the misuse of CPPR's Services. Subscriber agrees that CPPR may, if it is concerned about Subscriber's use, temporarily suspend Subscriber's access for up to ten (10) business days pending an investigation of use. Subscriber agrees to cooperate fully with any and all investigations. If misuse is confirmed through investigation, CPPR may immediately terminate this Agreement.
14. **CHANGES IN USE OR ACCESS.** CPPR may, at any time, impose restrictions and/or prohibitions on the Subscriber's use of the Services or certain data. Subscriber understands that such restrictions or changes in access may be the result of a modification in CPPR policy, a modification of Third Party agreements, a modification in industry standards, or a change in law or regulation. Upon written notification by CPPR of such restrictions, Subscriber agrees to comply with such restrictions.
15. **PRIVACY PRINCIPLES.** A copy of the "ChoicePoint Privacy Principles" ("Privacy Principles") can be found on ChoicePoint's web site located at: <http://www.choicepoint.net/commitment>. With respect to personal information regarding individual consumers and businesses, the parties agree as follows: CPPR has adopted the Privacy Principles and Subscriber will not commit any action which causes Subscriber or CPPR to be in violation of the Privacy Principles.
16. **AUDIT.** Subscriber understands and agrees that in order to ensure compliance with applicable law and CPPR policies, CPPR will conduct periodic reviews of Subscriber activity and may contact Subscriber to provide documentation of executed searches. CPPR shall also investigate all legitimate reports of abuse or misuse of CPPR Services by Subscribers. Subscriber agrees to cooperate fully with any and all investigations. Violations discovered in any review by CPPR will be subject to immediate action including, but not limited to, termination of the account, legal action, and/or referral to federal or state regulatory agencies.
17. **TERM OF CONTRACT.** This Agreement may be terminated by providing thirty (30) days written notice from either party except as otherwise provided for under Sections 3, 4, 13, and 16.
18. **LIABILITY/WARRANTY.** NEITHER CPPR NOR THIRD PARTIES SHALL BE LIABLE TO SUBSCRIBER OR TO ANY PERSON CLAIMING THROUGH SUBSCRIBER OR TO WHOM SUBSCRIBER MAY HAVE PROVIDED SERVICE-RELATED INFORMATION FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY CPPR'S OR THIRD PARTIES' NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING SERVICES OR IN OTHERWISE PERFORMING THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES THAT EVERY BUSINESS DECISION INVOLVES ASSUMPTION OF A RISK, AND THAT NEITHER CPPR NOR ANY THIRD PARTY UNDERWRITES THAT RISK IN ANY MANNER WHATSOEVER. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON CPPR OR A THIRD PARTY, THEN SUBSCRIBER AGREES THAT CPPR'S AND/OR THIRD PARTIES' AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF CPPR AND/OR THIRD PARTIES IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED THE COST OF THE SERVICE OR SERVICES TO WHICH A GIVEN CLAIM RELATES AND WHICH WAS CHARGED TO SUBSCRIBER, AND SUBSCRIBER COVENANTS AND PROMISES THAT IT WILL NOT SUE CPPR AND/OR THIRD PARTIES FOR

AN AMOUNT GREATER THAN SUCH SUM EVEN IF CPPR AND/OR THIRD PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND THAT IT WILL NOT SEEK PUNITIVE DAMAGES IN ANY SUIT AGAINST CPPR AND/OR THIRD PARTIES, ALL IN CONSIDERATION OF THE RECEIPT BY SUBSCRIBER OF SERVICES AT THE RATES CHARGED BY CPPR HEREUNDER, WHICH ARE FAR LOWER THAN WOULD BE AVAILABLE TO SUBSCRIBER ABSENT THE WAIVERS AND DISCLAIMERS CONTAINED HEREIN. CPPR AND THIRD PARTIES DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED. CPPR AND/OR THIRD PARTIES DO NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES OR THE COMPONENTS THEREOF. IN NO EVENT SHALL CPPR OR THIRD PARTIES BE LIABLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY SUBSCRIBER FROM RECEIPT OR USE OF INFORMATION DELIVERED HEREUNDER, OR THE UNAVAILABILITY THEREOF.

19. **INDEMNIFICATION.** Subscriber hereby agrees to protect, indemnify, defend and hold harmless CPPR and all Third Parties from and against any and all costs, claims, demands, damages, losses and liabilities (including actual attorneys' fees) arising from or in any way related to use of information by Subscriber (or any third party receiving such information from or through Subscriber) furnished by or through CPPR to the extent such costs, claims, demands, damages, losses or liabilities (including actual attorneys' fees) do not result from the grossly negligent acts or omissions of CPPR or Third Parties. Provisions hereof related to release of claims, indemnification, use of information and Services, payment for Services and disclaimer of warranties shall survive any termination of this Agreement.
20. **ASSIGNMENT.** This Agreement and the rights and obligations of each party hereto shall not be assigned without the prior written consent of the other party which consent shall not be unreasonably withheld. Consent shall not be required, however, in connection with an assignment to a subsidiary or affiliate of CPPR. Upon such assignment: a) CPPR shall promptly advise Subscriber of such transfer; b) the transferee corporation shall expressly agree to assume all obligations hereunder and; c) CPPR shall guarantee the performance of the transferee/affiliate's obligations hereunder.
21. **AGREEMENT ENTIRETY.** This Agreement, as amended, sets forth the entire understanding and agreement between CPPR and Subscriber regarding the subject matter herein and supersedes any prior or contemporaneous oral or written agreements or representations, except that access to and use of Third Party services may be governed by terms and conditions different than or in addition to those herein. By receipt of such Third Party Services, Subscriber agrees to, and shall comply with, such different and/or additional terms of Third Parties and such changes to this Agreement as CPPR shall make from time to time by notice to Subscriber via on-line click wrap amendments or Subscriber bulletins. This Agreement shall be interpreted in accordance with the laws of the State of Georgia.
22. **APPROVAL AND SIGNATURE.** **I certify that I am authorized to execute this Agreement on behalf of the company listed above. Further, I certify on behalf of such company, that the above statements are true and correct and agree for the company to the terms and conditions set forth in the Agreement.**

If I have elected to be credit card billed, I hereby authorize CPPR to bill this credit card for the charges incurred for use of CPPR service. Additionally, I hereby agree that if the credit card company refuses to pay CPPR for such charges incurred, the applicant shall be responsible for the payment of such charges. *****Note, if credit card billing elected, the below signatory must be the credit card holder.***

SIGNATURE (S)

Title:
Date:

Title:
Date: