



## Subscriber Agreement

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_

Between \_\_\_\_\_,

Hereinafter referred to as "CLIENT" and APSCREEN, Inc., hereinafter referred to as "COMPANY"

Client's Type of Business: \_\_\_\_\_

### RECITALS

COMPANY, is a Certified Consumer Reporting Agency and warrants that it is authorized to execute the PURVEYANCE of "CONSUMER REPORTS" and "INVESTIGATIVE CONSUMER REPORTS" as well as may purvey any ancillary attributable Consumer and Business Information for legitimate business purposes, as defined in Public Law 91-508, Title VI, (Fair Credit Reporting Act); Public Law 91-508, Title VI (Revised) Fair and Accurate Credit Transactions Act (FACTA); Public Law 106-102 (Gramm-Leach-Bliley Act) as well as any and all other attributable State, Federal and/or local statutes. For more information about these federally mandated laws, please visit: <http://www.ftc.gov>, and the attributable Privacy and Consumer Reporting Law websites attributable to the State(s) where your firm conducts business.

Information Services rendered by COMPANY are not intended as evaluative, unless so ordered and are submitted, without opinion to the CLIENT, for CLIENT's use in determining the qualifications of the Consumer or business enterprise being considered for employment or other association. Any opinions tendered by COMPANY to CLIENT are understood to be provided for use by CLIENT at its own risk and no liability whatsoever is assumed for any opinion tendered by COMPANY.

CLIENT agrees to the terms and conditions herein, and to any and all conditions in any and all industry-specific amendments, attachments and/or exhibits attached hereto, which may be executed at the time of the execution of this agreement, or in the future, should CLIENT wish to use additional services by COMPANY.

CLIENT Certifies that it is the END USER of the Information provided by COMPANY and will not further resell the Information in whole or in part in any manner whatsoever, unless provided for by law.

In the event CLIENT hires COMPANY to provide TENANT QUALIFICATION SERVICES, CLIENT will sign and execute Exhibit A, attached, if applicable.

In the event CLIENT hires COMPANY to provide EMPLOYMENT SCREENING SERVICES, CLIENT shall sign and execute Exhibit B, attached if applicable.

In the event CLIENT hires COMPANY to act in the capacity of INFORMATION RETRIEVER, or to perform any other informational reporting services, CLIENT shall sign and execute Exhibit C, attached, if applicable.

In the event CLIENT hires COMPANY to provide Credit Scoring Products, independent of Consumer Credit Reports, but as a derivative of Consumer or business Credit Reports, CLIENT shall sign and execute Exhibit D, attached, if applicable.

In the event, CLIENT requests any of COMPANIES' services over the public internet; CLIENT will sign and execute Exhibit E, attached, if applicable.

CLIENT will acknowledge by signature and agrees to implement all security controls, and follow all security requirements identified in the "ACCESS SECURITY REQUIRMENTS" (Exhibit F) document, attached hereto, and incorporated as part of this Agreement.

CLIENT certifies that it intends to use the information provided by COMPANY in accordance with its stated intent. Certified by its stated business type, above, and for no other purpose, unless requested of COMPANY in writing. CLIENT also understands that no member of CLIENT's company may obtain information on themselves, as this is a violation of Federal Law, and violates COMPANY's Consumer Reporting Agency and/or (where applicable) Reseller certification(s), and any attempt to do so will result in the immediate suspension of service to CLIENT.

In keeping with COMPANY's commitment to safeguard Consumer Privacy, CLIENT agrees to free and open access to all information, files, processes, procedures that relate in any way to the use of the information provided by COMPANY, and expressly consents to any audits required of COMPANY by Federal or State law, or by contractual requirements of COMPANY's providers.

COMPANY makes every reasonable effort to provide accurate and compliant reporting. Information procurement, reporting, and statutory compliance issues are many times beyond a providers' ability to control them, therefore, issues could occur which may include, but are not limited to omitted or miscommunicated information, therefore the information provided by COMPANY is provided under the expressed condition that COMPANY accepts no liability whatsoever for any direct, indirect or consequential damages, beyond the amount charged for its service. However in the event, COMPANY is deemed to have caused the error, COMPANY will make every effort to correct the error at no additional cost to the client, save and except for any direct, indirect or consequential damages, which may occur as a result of the error.

From time to time, CLIENT may wish to engage COMPANY to assist in complying with applicable laws in a more timely or efficient manner. Therefore, CLIENT authorizes COMPANY act as its AGENT to perform said services, AT WILL, with no formal contractual notice, and CLIENT assumes any and all liability in connection with COMPANY's agency in this regard.

COMPANY agrees to render services at the agreed to price, and reserves the right to change prices given ten days notice. COMPANY also advises that it has NO CONTROL over jurisdictional or third party pricing, and therefore may adjust prices for necessary jurisdictional or third party disbursements without notice.

CLIENT agrees to tender payment for services rendered UPON PRESENTATION OF INVOICE, and that invoices not fully paid within a 30 day time period from the Invoice Date, shall be charged an amount equal to the prevailing legal rate of interest governing open book accounts under the Laws of the State of California, and CLIENT agrees that it will pay ANY AND ALL costs associated with the collection of any monies due on open book account, not paid in accordance with the above terms.

COMPANY reserves the right to suspend or terminate service without notice if CLIENT is determined to be in violation of any portion of this agreement.

In the event any portion of this Agreement becomes void, all other portions shall remain in force, and the voided portion shall have no effect on the validity of the remainder of the Agreement.

In the event either party pursues an action to enforce all or part of the agreement, all parties shall be responsible for their attorney's fees, and/or any and all fees attributable to the pursuit, unless the action is to enforce payment for services rendered, wherein the prevailing party shall be entitled to any and all reasonable attorney's fees and costs associated therewith.

This Agreement shall remain in force, in perpetuity, unless terminated in writing by either party, and shall be binding on, and shall be for the benefit of the parties hereto and their respective, successors and assigns.

APSCREEN, Inc. by: \_\_\_\_\_ Title: \_\_\_\_\_

Name/Title (Printed): \_\_\_\_\_

CLIENT by: \_\_\_\_\_ Title: \_\_\_\_\_

Name/Title (Printed): \_\_\_\_\_

Client Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_\_) \_\_\_\_\_

Date Signed by CLIENT: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Account Number Assigned: \_\_\_\_\_ By: \_\_\_\_\_