



SUBSCRIBER AGREEMENT

In order to receive consumer reports, credit risk analysis scores, criminal background checks, social security verifications, address verifications, or any other enhancements from the consumer reporting system, or any background reporting systems (collectively called, "Reports") from PeopleCheck, Inc., the undersigned ("Client") agrees to the terms and conditions set forth in this Agreement (known as Agreement). PeopleCheck, Inc. shall not be obligated to provide reports or other enhanced products until such time that PeopleCheck, Inc. has a fully executed "Agreement" and account set up completed with access codes issued to "Client".

- I.** Client represents, warrants, and covenants to PeopleCheck, Inc. that Client is not an attorney, law firm, law enforcement agency, private detective, detective agency, related investigative company, bail bondsman, credit or financial counseling firm, credit repair agency, news agency, dating service, asset location service, or a person that will not be an end-user of the "Reports" and will notify PeopleCheck, Inc. immediately if any of the above mentioned conditions change. "Client" understands its obligations under the Federal Fair Credit Reporting Act and applicable state laws in ordering, using or releasing credit report information and will comply with all such obligations and is responsible for its own regulatory compliance.
- II.** Client certifies that they will order Reports and any other enhanced products for one or more of the following purposes and for no other purpose.

Client must initial by all applicable applications:

___ **In association with the Pre-employment screening process.**

___ **As part of the tenant application approval process.**

___ **General Credit**

- III.** Client will not resell or otherwise disclose Reports, enhancement of Reports (or any part thereof), except in connection with or association with the strict business purpose of the four areas outlined above to which the Report relates to the consumer or applicant if adverse action has been taken based on the report, or as otherwise required by law. Client will refer consumers to PeopleCheck, Inc. for all substantive inquiries regarding Reports, obtain the written permission of the consumer or applicant to obtain the Report where required under applicable state laws in the form required under such laws, and will provide all notices and disclosures required under federal and state laws.
- IV.** Client recognizes that all Credit Reports, other reports, Scores, or ratings:
- (a) are statistical and may not be predictive as to any particular individual,
 - (b) are not intended to characterize any individual as to credit capability, and
 - (c) other factors must be considered in making a credit decision.

PeopleCheck, Inc

www.PeopleCheckUS.com

PO Box 1544 · Gainesville Georgia 30503 · (866)755-0840 · (Fax) (866)755-0841

IN ORDERING ANY AND ALL REPORTS/SCORES, CLIENT HAS MADE ITS OWN ANALYSIS OF THE RELIABILITY AND OF THE STATISTICAL RELIABILITY AND UTILITY OF USING SAID REPORTS AND/OR SCORE.

A statement of the factors that significantly contributed to the Report may accompany the Report. If so, such information may be disclosed to the consumer or applicant as the reason for taking such adverse action as required under applicable laws. **However, the Score itself is proprietary and may not be disclosed except as required by law.**

- V. Any and all credit reports are provided “AS IS.” **PEOPLECHECK, INC. MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR A COURSE OF PERFORMANCE, WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY CREDIT REPORT, THAT IT WILL MEET CLIENTS NEEDS, OR THAT IT WILL BE PROVIDED ON AN UNINTERRUPTED BASIS AND PEOPLECHECK, INC. EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES.**

Neither PeopleCheck, Inc. nor any Report, score or other information provider used by PeopleCheck, Inc. in preparing Report will be liable for any indirect, consequential, or special damages or damages for loss of profits, whether incurred as a result of negligence or otherwise, even if advised of the possibility of such damages. The maximum liability of PeopleCheck, Inc. and such information providers for damages in connection with a Report will not exceed an amount equal to the price paid by Client for such Report. PeopleCheck, Inc. will accept orders for Reports transmitted to the PeopleCheck, Inc. website on the Internet (“PeopleCheck Website”), and PeopleCheck will transmit Reports ordered in such manner to a location at the PeopleCheck Website that is accessible only pursuant to the subscriber number and password assigned to Client by PeopleCheck, Inc. Client agrees to comply with the Internet Security Procedures set forth below and which are part of this Agreement with respect to all PeopleCheck Website transactions.

CLIENT AGREES THAT NOTHING IN THIS SECTION PERMITS CLIENT TO TRANSMIT CREDIT REPORTS (OR ANY INFORMATION THEREIN) THROUGH THE INTERNET, AND CLIENT AGREES THAT IT WILL NOT DO SO WITHOUT SPECIFIC WRITTEN PERMISSION FROM PEOPLECHECK, INC.

Client agrees that PeopleCheck, Inc. may immediately upon notice to Client suspend or terminate orders and deliveries of Reports via the PeopleCheck Website if PeopleCheck, Inc. determines such action is advisable.

- VI. Client has received a copy of the PeopleCheck Inc. “**Notice to Users of Consumer Reports: Obligations under the FCRA.**” Client will comply with all requirements under the Fair Credit Reporting Act and applicable state laws in ordering and using Reports, and is solely responsible for its compliance. Client has received a copy of the PeopleCheck, Inc. **Access Security Requirements**, and agrees to comply with such requirements as modified by PeopleCheck, Inc. from time to time. Client will

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permit PeopleCheck, Inc. to audit Client's procedures related to this Agreement, and will make all changes requested by PeopleCheck, Inc. required to comply with such requirements and to assure against unauthorized access of Reports.

- VII.** Client will pay in full according to the PeopleCheck, Inc. fee schedule that is in effect at the time of invoicing. Fees will change effective upon written notice. An account is delinquent if not paid in full within 30 days after receipt of requested reports, scores or other enhancements from PeopleCheck, Inc. PeopleCheck, Inc. may impose a late charge of 1.5 percent per month on a delinquent account until paid in full and/or suspend providing Reports hereunder until all amounts owed have been paid in full. Client shall pay all attorney fees and collection costs incurred by PeopleCheck, Inc. in collection of any delinquent account, whether or not litigation is instituted. In the event of any litigation or other action involving this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs including trial, any appeal, and/or a bankruptcy or similar proceeding in addition to any other recovery to which it is entitled. This Agreement, constitutes the entire agreement of the parties with respect to its subject matter, and supersedes any contemporaneous or prior written or oral agreements or other communications regarding such subject matter. **No change may be made to this Agreement except in writing executed by Client and an officer of PeopleCheck, Inc. This Agreement shall be interpreted in accordance with the laws of the State of Georgia, without reference to its principles of conflict of laws.**
- VIII. EITHER PARTY MAY TERMINATE THIS AGREEMENT WITHOUT CAUSE OR PENALTY, EFFECTIVE UPON PRIOR WRITTEN NOTICE TO THE OTHER PARTY.** No termination of this Agreement will affect any obligations arising prior to the effective date of termination or the limitations of liability set forth above.
- IX. CLIENT AGREES TO TAKE ALL NECESSARY MEASURES TO PREVENT UNAUTHORIZED USE OF THE INFORMATION PROVIDED BY PEOPLECHECK, INC.** Client will establish and enforce policies whereby employees are forbidden to obtain information on themselves or associates. Client further agrees that if the information is obtained for employment purposes that such reports will be ordered and obtained only pursuant to PeopleCheck, Inc employment report request procedures.
- X.** Arrests are not Convictions; Verification of accuracy should be done before adverse action is taken based on the findings of a Criminal Arrest(s) and/or Conviction(s). No Record found or the Record returned may or may not be the applicant's total criminal history.

_____ I have read and understand this agreement.
(To be initialed by person signing on behalf of Client)

_____ I have read the Fair Credit Reporting Act and understand the Fair Credit Reporting Act Requirements of users and the penalties for obtaining consumer reports under false pretenses.
(To be initialed by person signing on behalf of Client)



SUBSCRIBER INFORMATION:

Company Name: _____

dba (if applicable) _____

Address* _____

City: _____ State: _____ Zip: _____

*Physical Address Only (PO Boxes may be used for billing only and listed separately)

Phone: () _____ Fax: () _____

User Contact: _____ User E-Mail: _____

User Contact: _____ User E-Mail: _____

Billing Contact: _____ Billing E-mail: _____

How did you hear of PeopleCheck? _____

The undersigned is a duly authorized representative of the above named company and warrants that the information contained herein is correct and complete. In consideration for providing services to the above listed subscriber, PeopleCheck, Inc. may obtain financial information including business credit reports and/or personal credit reports and/or other relevant information regarding the undersigned company and its owner(s), partners and/or proprietors. I further authorize my creditors to treat a photocopy or facsimile of my signature as if it was an original, and accept such as my authorization to release credit information to PeopleCheck, Inc. telephonically or by any other suitable method.

Signature _____ Date _____

Print Name _____ Title _____

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