

CLIENT USER AGREEMENT

Amended February 1, 2006

This agreement by and between AccuSearch, Inc. ("AccuSearch") and the company named below ("User") and/or its designated agent(s), consists of the following understanding and conditions:

1. **Engagement and Duties:** User engages AccuSearch and AccuSearch agrees to provide User with public record information and other background information related services ("Information") necessary to serve User information needs. User accepts all information AS IS, WITHOUT WARRANTY, EXPRESS OR IMPLIED, and agrees to pay AccuSearch the applicable rates and charges therefore set forth in paragraphs below.
2. **Compliance with Laws:** User represents and warrants that it shall comply with all Federal, State and Local statutes, regulations and ordinances governing the use and distribution of information furnished by AccuSearch including, but not limited to, all provisions of the Fair Credit Reporting Act (FCRA), Public Law 91-508 and the Americans with Disabilities Act (ADA 1990) and all regulations promulgated thereunder. User certifies that reports may be requested for the exclusive use only for tenant and/or employment screening. User certifies to AccuSearch that it will NOT request a credit report for tenant and/or employment screening unless:
 - A. Make a disclosure to the applicant that a credit report may be obtained for tenant and/or employment screening;
 - B. The applicant has authorized in writing the procurement of the report; and
 - C. Information from the credit report furnished by AccuSearch will not be used in violation of any applicable Federal, State or Local law, statute, regulation or ordinance.

User also certifies that before denying an applicant in whole or in part based on the credit report for tenant and/or employment screening purposes, it will provide:

- A. Oral, written or electronic notice of the denial to the applicant;
- B. Include the name, address and toll-free telephone number of the credit reporting agency; and also include a notice that the denial decision was not made by the credit bureau, and the bureau cannot provide the specific reasons;
- C. The applicant's right to obtain a free copy of the report; and
- D. A notice of the right to dispute.

User shall request from AccuSearch credit reports or information only if User has a permissible purpose for obtaining credit reports, as defined by Section 604 of the Federal Fair Credit Reporting Act (15 USC 1681b) as amended by the Consumer Credit Reporting Reform Act of 1996, hereinafter called "FCRA". Such Users shall be provided access to the AccuSearch credit reporting data only if all requirements stated herein are met. **Each report from AccuSearch shall be used only one time, and only by or on the behalf of the user for whom it was requested.** User may not archive or otherwise retain or use any report for any other purpose, except to the extent that User is required by law to maintain the report for purposes of performing a consumer-initiated investigation and providing, at the applicant's request, a modified version of the same report to the User for whom it was originally requested.

3. **Deliverability and Time Service of Information:** User shall submit all requests for information to AccuSearch in writing by mail, on-line transmission, in person or by facsimile. Requests for reports via telephone will not be accepted. Upon receipt of a tenant and/or employment screening/information request, AccuSearch shall use its best efforts to provide to User search results within four (4) to six (6) business hours of the receipt of said screening/information request by AccuSearch from User. All information requests after 4:00pm PST will be considered as received the next business day.

User certifies that reports will be requested only by User's designated representatives and forbid employees from obtaining reports on themselves, relatives, associates or any other person except in the exercise of their official duties.

User recognizes that information is obtained and managed by fallible sources, and that for the fee charged AccuSearch does not guarantee or insure the accuracy or the depth of information provided.

User assumes responsibility for the final verification of the applicant's identity.

User bases tenant and/or employment placement decisions or any actions on the User's lawful policies and procedures and recognize that AccuSearch employees are not allowed to render any legal opinions regarding information contained in a credit report.

4. **Consideration and Invoice Payment:** User shall pay AccuSearch for services based on a statement system. Terms are Due Upon Receipt. Accounts in arrears of 30 days will assume a monthly service fee of \$5.00. If an account goes to collection, User agrees to pay all expenses, including reasonable legal fees.

In addition, User may be required to provide credit information on User as may be requested by AccuSearch during the course of this agreement.

Be aware that, if an account remains inactive for twelve (12) consecutive months, it may be closed and a new User Agreement may be required to reopen the account.

Acknowledge that a facsimile of this agreement is as valid as an original.

Recognize that in order to remain in compliance with laws and regulations governing credit reporting agencies AccuSearch may make modifications to this agreement from time to time. These modifications may be mailed to the User and the User's use of AccuSearch's services after the date specified in the communication will be construed as your agreement and implied consent of these modifications.

5. **Limitation of Liability:** AccuSearch recognizes the importance of furnishing accurate information to User and will make all reasonable efforts in providing timely and accurate information. User understands and agrees that any information furnished pursuant to this Agreement have been created and maintained and reported by various Federal, State and County agencies and other third parties which are not under the control of AccuSearch. Responsibility for the accuracy of the information rests solely with said various agencies and other third parties that create, maintain and report said information.
6. **Reinvestigation Provision:** In the event of a dispute over the accuracy of information provided by AccuSearch, AccuSearch shall promptly reinvestigate such claims and provide any necessary corrections without additional cost to User. In the event such reinvestigation does not reveal inaccuracies, AccuSearch reserves the right to invoice User for the additional research.
7. **Limitation of Actions:** No claim may be asserted by either party hereto against the other party with respect to any event, act or omission that occurred more than two (2) years prior to such claim being asserted.
8. **Indemnity:** User agrees, whether or not this Agreement has expired or been terminated, to assume liability for, and User hereby agrees to indemnify, defend or save and keep harmless AccuSearch, its employees, agents and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in settlement, claims, actions, proceedings, suits, judgments, costs, interest, expenses and disbursements of any kind and nature whatsoever arising under any theory of legal liability (including attorneys fees and costs) that may be imposed on, incurred by or asserted against AccuSearch, its employees, agents or representatives, in any way relating to, resulting from, based upon, or arising out of the services performed or information provided pursuant to this Agreement.

User recognizes that AccuSearch will suffer irreparable harm, and that monetary damages may be incalculable and/or inadequate in the event that User retains AccuSearch data in breach of paragraph 1(A) of this Agreement, and therefore such breach shall be entitled to remedy by injunction relief, in addition to any and all other relief which may be available at law or at equity.

9. **Attorneys Fees:** If any action at law or in equity, arbitration or other proceeding is brought for the enforcement or interpretation of this Agreement, or because of an alleged breach of the provisions of this Agreement, or in any way arising out of the transactions contemplated in this Agreement, whether sounding

NEW CLIENT REQUIREMENTS

To comply with the Fair Credit Reporting Act and guidelines from the credit bureaus, all new clients are **REQUIRED** to provide the following:

- A signed Client User Agreement
- A copy of your business license, realtors license and/or documentation of legitimate business status
- A valid Tax Identification Number, Unified Business ID Number or Employer Identification Number
- A photocopy of a Yellow Page listing or business ad (if applicable)
- A website address or a printout from the first page of your website (if applicable)
- Name and address of all apartment sites, commercial sites and/or residences you will be screening for (to verify property ownership and/or legitimate authorization to obtain screening reports)
- A copy of your drivers license, passport or other photo identification
- An on-site inspection

All new clients **MAY BE** required to provide the following:

- A business credit report (a credit report on the principal of the business if the owner is a sole proprietorship, a partner in a partnership or an officer of a corporation that has been in business for less than one year)
- A copy of the current lease of the business (the entire lease is not required, only the following pages are needed for verification: the signature page, the address page, the terms of the lease page; landlord name; landlord contact information)
- A copy of a recent utility bill
- Verification that telephone number provided is in the same company name and address as provided on Client User Agreement
- A copy of the Articles of Incorporation, Articles of Partnership, a copy of the Federal Tax ID Certificate or a State Tax ID Certificate

Before AccuSearch can screen your applicant(s), we must have a signed copy of the application in our office. In the event of a joint application, each applicant must provide a signature. The rental/employment application **MUST** include a clause that gives AccuSearch permission to obtain the credit history, court/criminal records, character reports, rental references, employment and/or income history as needed to verify all the information put forth on the application. The Fair Credit Reporting Act requires that the applicant acknowledges that a credit report will be obtained as part of the screening process. AccuSearch can provide personalized rental and employment applications upon request.

Please make sure the applicant completely and legibly fills out the rental application. Please review each application prior to sending it to AccuSearch to insure all lines are complete and the writing is legible. Missing or incomplete information will cause unnecessary delays in getting the screening back to you. While the applicant is still in your presence, please make sure the application has been signed.

The screening report is to be handled only by the authorized personnel evaluating the applicant.

DO NOT give the applicant or any other person a copy of the screening report (Fair Credit Reporting Act, 1994 federal and state laws). If the applicant insists on receiving a copy of their report, please have them contact AccuSearch directly and we will assist them.

If you deny an applicant, the Fair Credit Reporting Act requires you to give them their “consumer rights” in writing, electronically or orally. AccuSearch can provide you with the correct letter.

If you want AccuSearch to make a recommendation as to whether or not to rent to someone, you will need to provide AccuSearch with a complete listing of your property’s criteria. The criteria should include property requirements that are related to income, rental history, credit history and criminal history. AccuSearch will not make a recommendation unless a set criteria is in place. AccuSearch can provide you with basic criteria, which you can use “as is” or alter to your specifications.

The Fair Credit Reporting Act requires that you keep all rental/employment applications for a minimum of 24 months. After the 24 months, you are required to shred or destroy all hard copies of the application, credit report and other information provided by AccuSearch. Reckless disposal or failure to wait the 24 months before destruction of the application/report will result in a violation of the Fair Credit Reporting Act and you may be liable for a civil penalty of not more than \$2,500.00 per violation (Section 621 (a) (2) (A)).

All reports provided by AccuSearch are to be kept private and confidential.