

## SUBSCRIBER AGREEMENT – CONFI-CHEK.COM

This service agreement (the "Agreement") by and among Confi-chek, Inc. ("Confi-chek.com"), a California corporation having a principal place of business at 1821 Q Street, Sacramento CA 95814, and \_\_\_\_\_ ("Subscriber"), a \_\_\_\_\_, with offices at \_\_\_\_\_, \_\_\_\_\_. Subscriber is granted a limited license to access Confi-chek.com's on-line data retrieval system known as Confi-chek.com (the "Network") and the information therein, on the following terms and conditions:

1. **SERVICE** Confi-chek.com provides nationwide public record information, document retrieval and related services (the "Services") through its proprietary databases and from information obtained from third parties. Subscriber hereby subscribes to Services and agrees to pay Confi-chek.com the applicable rates and charges set forth in Section 2 below.
2. **CHARGES TO SUBSCRIBER** For each response to a request for information contained in the Services, Subscriber agrees to pay Confi-chek.com the applicable charges as published on Confi-chek.com's web site. Payment by the Subscriber is due upon receipt and will be charged to the credit card authorized by the Subscriber. Payment by check must be secured with a credit card. Payment inquiries should be remitted writing to the following address: Confi-chek.com, 1821 Q Street, Sacramento CA 95814 or by fax to 1-800-758-5859.
3. **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. CONFI-CHEK.COM 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.
4. **INDEMNIFICATION** Subscriber shall defend and indemnify Confi-chek.com 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 Confi-chek.com nor any third parties underwrites this risk in any manner whatsoever. Subscriber covenants that it is not in the business of licensing, selling, or creating for its customers, a computer assisted, online data retrieval service.
5. **DISCLAIMER OF WARRANTY** THE SERVICE IS PROVIDED "AS IS" AND CONFI-CHEK.COM 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 PROVIDEDBY THE SERVICE.
6. **ACCESS TO NETWORK - LIMITED LICENSE TO USE** (a) Confi-chek.com grants to Subscriber a nontransferable, nonexclusive limited license to access the Network and the

information contained in the Services during Confi-chek.com's normal hours of operation **SOLELY FOR THE LEGAL PURPOSE OF PERFORMING RESEARCH AND RELATED WORK IN THE REGULAR COURSE OF SUBSCRIBER'S BUSINESS.** Except as otherwise provided herein, such limited license shall include the right to transfer insubstantial portions of information made available to Subscriber through the Network ("Information") in machine-readable form to a storage device under Subscriber's exclusive control and to temporarily store such Information in order to quote the same in memoranda, briefs and similar work product created by Subscriber. Subscriber shall not store or use Information in a searchable database. Such limited license also includes the right to provide printouts of Information to Subscriber's clients provided that such printouts are provided as an incidental part of performing other services for such clients in the regular course of Subscriber's business. (b) Confi-chek.com reserves the right at any time and without prior notice to Subscriber to change the Network's hours of operation or to limit Subscriber's access to the Network in order to perform repairs, make modifications or as a result of circumstances beyond Confi-chek.com's reasonable control. (c) Subscriber further agrees to be bound by certain rules which are important for the proper use of Confi-chek, com. Subscriber's failure to follow these rules may result in termination of its limited license under this Agreement. (i) Do not tell others Subscriber's password or let Subscriber's account be used by anyone except Subscriber; (ii) do not attempt to log in more than once at the same time on any given account without specific permission of a Confi-chek.com operator; and (iii), do not use Network to commit a crime, or to plan, encourage or help others commit a crime, including identity theft and crimes relating to computers. Confi-chek.com reserves the right to add or withdraw products, Services or information to or from the Network from time to time without notice to Subscriber. The Service is intended for reference purposes ONLY. This data is to be used for authorized Subscribers only. We DO NOT ALLOW end Subscribers to resell or provide this data to other end users other than commonly recognized relationships such as investigator to attorney-client, etc. Specifically we DO NOT ALLOW this data to be provided/sold via the Internet or by other means to the general public. If we find that these databases are being used for resale or distribution over the Internet, the service will be discontinued immediately and WE WILL PURSUE ALL LEGAL REMEDIES AND ASSIST ALL LAW ENFORCEMENT OFFICIALS against Subscriber. This Service is intended solely for authorized Subscribers and any attempt to screen scrape or access via automated system without previous consent from Confi-chek.com may subject those to criminal and civil legal action. Flat rate services are sold per Subscriber machine, meaning that the machine you originally login from will be the machine you use to access our databases. Should you require more Subscribers and other machines to access our databases you will need to purchase additional Subscriber licenses. Any attempt to provide your access to other unlicensed Subscriber machines will result in immediate termination of the Services.

7. **TERM OF AGREEMENT** The term of this Agreement shall extend from the date of Confi-chek.com 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 Section 3 of this agreement, Confi-chek.com may immediately terminate this Agreement. Cancellation shall be the sole remedy available to Subscriber in the event of a default by Confi-chek.com.
8. **SUBSCRIBER'S COMPLIANCE WITH STATE AND FEDERAL LAWS** User shall not use the Network in a manner contrary to or in violation of any applicable federal, state, or local law, rule, or regulation. User certifies that it will not use any information obtained by it through the Network as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes, for governmental licenses, or for any other purpose for which you might properly obtain a consumer report, as defined by the Fair Credit Reporting Act (15

U.S.C.A. § 1681, et seq.). Misuse of the Service of Network shall constitute a material breach of this Agreement.

9. **GENERAL** (a) This Agreement shall be governed by California law and may not be assigned by Subscriber in whole or in part without the prior written consent of Confi-chek.com. (b) All notices required or permitted under this Agreement will be posted on the Confi-chek.com site. (c) Failure by either party to insist in any one or more cases upon the strict performance of any of the terms and conditions of this Agreement shall not be considered a waiver or relinquishment for the future of any such term or condition or of any other term or condition. (d) The terms and conditions set forth in this Agreement constitute the entire agreement of the parties on the subject matter hereof, and any additional or different terms or conditions set forth in any other document, including without limitation any Subscriber purchase order, shall be of no effect.

10. **CERTIFICATION** I hereby certify that I am authorized to execute this agreement for the company listed below. I further certify that the information obtained from the non-public data sources will be used for one or more of the following AUTHORIZED purposes only.

Please check all that apply:

- 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
- Aiding citizens in obtaining access to public record information
- Debt collection
- Investigations in civil litigation

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**Please fill in EVERY field**

First Name \_\_\_\_\_

Middle Name \_\_\_\_\_

Last Name \_\_\_\_\_

Professional License # \_\_\_\_\_

Social Security/Federal ID # \_\_\_\_\_

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

Phone # \_\_\_\_\_

Fax # \_\_\_\_\_

Trade Reference/Phone \_\_\_\_\_

**Username and password must be between 6 to 15 characters long, letters and numbers only. No spaces or symbols.**

User Name \_\_\_\_\_

User Password \_\_\_\_\_

Your e-mail Address \_\_\_\_\_

Payment Method:

Visa\MasterCard\Amex\Discover

Card No. \_\_\_\_\_ Expiration \_\_\_\_\_ Billing Zip \_\_\_\_\_

I certify that I am authorized to execute this contract and agree to the terms listed above. I also acknowledge that Confi-chek reports all delinquent accounts to at least one major credit bureau. I read and agree to the above terms. **This Agreement is considered to be a legally binding document and submission constitutes agreement to its terms.**

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Please complete the above requested information and mail back to

Confi-chek  
1821 Q Street  
Sacramento, CA 95814  
Phone # 916-443-4822  
Fax # 916-443-7420

We will also need the following items to process your application:

- Copy of a business card or letterhead
- Copy of your business license  
(i.e. State Bar, Private Investigator, etc)  
Use business license if no prof. License
- Signed service agreement
- Copy of any marketing materials
- Original service agreement mailed to the above address

**We cannot process this request without your signature. Agreement may be faxed for immediate consideration; however, we also require a copy to be mailed. You will be sent a confirming e-mail when your account setup is complete.**