

DataTrace Screening Services
A Division of DataTrace Online, Inc.
P.O. Box 95322, South Jordan, UT 84095
Telephone: (801) 253-2400 FAX: (801) 253-2478
www.datatraceonline.com

Authorized Users

Please provide information on all authorized users to be set up for access to our online system.

****Account Administrator (full name/title):** _____

Email address: _____

Telephone # _____

**Account administrators are given authority to add and delete users and other administrative access to the acct.

User # 2 (full name/title): _____

Email address: _____

Telephone # _____

User # 3 (full name/title): _____

Email address: _____

Telephone # _____

User # 4 (full name/title): _____

Email address: _____

Telephone # _____

User # 5 (full name/title): _____

Email address: _____

Telephone # _____

User # 6 (full name/title): _____

Email address: _____

Telephone # _____

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Public Records SUBSCRIBER and DISCLAIMER AGREEMENT

This Agreement is entered into on _____, 20____, by and between, (referred to herein as "Subscriber") and DataTrace Online, Inc. (hereafter referred to as "DataTrace") for commencement of services to begin on the first date of the approval of Subscriber Application for Services.

1. **SERVICES:** DataTrace will furnish Subscriber on request consumer and business information or other data stored or accessed by DataTrace reporting system. Subscriber will provide DataTrace with appropriate identifying information as to itself, its owners, partners, and/or officers of the business entity and other requested information.

2. **SUBSCRIBER USE LIMITATIONS:** WHEREAS, the Federal Gramm-Leach-Bliley Act, 15 U.S.C.A. Section 6801 *et seq.* (2000), ("GLB Act") was enacted to protect the use and disclosure of non-public personal information, including, in certain instances, the use of identifying information only; and WHEREAS, the Federal Fair Credit Reporting Act, 15 U.S.C. Section 1681 *et seq.* ("FCRA") was, in part, enacted to address the collection and use of information concerning consumers that relates to an individual's credit-worthiness, credit standing, credit capacity or the general reputation of the individual; and WHEREAS, the GLB Act provides limited exceptions under which such information may be used; NOW, THEREFORE, Subscriber hereby certifies to DataTrace that Subscriber has determined that Subscriber's use of certain identification-only products ("Reference Products"), including but not limited to Credit Header Products is pursuant to an exception under the GLB Act and/or constitutes a permissible purpose as defined by the FCRA. Subscriber acknowledges that it is in its best interest to implement the Fair Information Practice Principles and agrees that in addition to using these Reference Products pursuant to a GLB Act exception and/or a permissible purpose as defined by the FCRA, it will use these Reference Products in compliance with Fair Information Practice Principles. Subscriber hereby certifies that its use of the Reference Products shall be for Purpose(s) designated below in the section entitled, "Certification of uses for Non-Public Information Products" Subscriber acknowledges that Subscriber has read and does understand the information set forth above and understands that failure to abide by the Fair Information Practice Principles or attempting to access restricted information for any reason other than as designated by Subscriber may result in immediate termination of access or to other remedies. Further, Subscriber acknowledges receipt of "Access Security Requirements" and agrees to abide by the terms and conditions described therein. Subscriber understands that DataTrace cannot provide legal advice regarding the appropriate uses of non-public, personal information and that it is Subscriber's obligation and responsibility to seek legal counsel in interpreting the applicable laws. However, regardless of the opinion of Subscriber's legal counsel, DataTrace will allow or restrict access to products based on DataTrace' understanding of the applicable laws. All such decisions are the sole discretion of DataTrace and shall be final. DataTrace will, from time to time, in the ordinary course of business, in order to fulfill its compliance obligations, routinely and randomly audit, through a variety of means, the use of information obtained by DataTrace Subscribers from DataTrace. Subscriber agrees to provide to DataTrace such access or documentation as DataTrace deems necessary to perform such audits in order to verify the legitimacy of a request for non-public information. DataTrace shall protect the confidentiality of all information obtained through such audits. Subscriber acknowledges that failure to provide such access or documentation may result in immediate restriction of access or other remedies.

CERTIFICATION of Uses for Non-Public Information Products: Check all uses for which you will be requesting data.

- Child Support Enforcement Collections Employment Verification
- Legal Process Service Fraud Prevention Insurance Claims Investigation Locate Beneficiaries and Heirs
- Locate Missing Persons Locate Owners of Unclaimed Goods Locate Former Employees
- Locate Alumni - Class Reunions Locate Existing Customers Product Recalls People Locator Service
- Locate Former Patients (Medical Industry ONLY)
- Witness & Victim Locating in a documented criminal or civil action
- Locating Fraud Victims in an active criminal or civil action
- For required institutional risk control or for resolving consumer disputes or inquiries
- Other (please describe)

RESTRICTED USES: The following is a list of unacceptable uses for our services, products or information:

- a. May NOT be used to locate suspects in a criminal or civil lawsuit in order to develop a news story.
- b. May NOT be used to track down victims of fraud, their family members or friends to develop a news story.
- c. May NOT be used to locate lost loves, friends, family members or for personal reasons (dating, etc.)
- d. May NOT be used for purposes that may cause physical or emotional harm to the subject of the report (e.g. stalking, harassing, etc.)
- e. May NOT be used to search for individuals involved in an adoption (children, parents, siblings, etc.)
- f. May NOT be used to locate personal information on well known/high profile celebrities, government officials, etc.
- g. May NOT be used in connection with credit repair services, to locate previous debtors or to assist in the determination of whether or not to file a personal lawsuit or judgment against the subject of the report.
- h. May NOT be used to access individual reference data on ones self or out of personal curiosity.
- i. May NOT be used by Professional and Commercial users for purposes that are not within their normal course of business (e.g. A collection agency may NOT use our services/products to locate a witness to a crime)

ACCESS SECURITY REQUIREMENTS: We recognize and accept our obligation to support and implement policies that protect the confidential nature of information we provide through our services (which include providing access to information contained in the databases of the three national credit bureaus) and to ensure respect for consumer's rights to privacy. Therefore, we provide our services only to preapproved companies that have an acceptable use for credit headers and credit header information. We strive to achieve and to enforce the highest levels of legal and ethical conduct in the use of credit header information. We seek to tailor our credit header products, and to limit access to them, in a fair and balanced manner, one that respects both legitimate needs for information and legitimate privacy concerns. We provide the following notice to you so that you may avoid falling under the restrictions imposed by the Fair Credit Reporting Act (FCRA). You may only use credit header information to locate or to further identify the subject of that credit header information. You may not and should not use credit header information, in whole or in part, to determine a consumer's eligibility for credit, for employment, or for insurance, nor may you use credit header information for any other purpose for which you might properly obtain a consumer report, except in connection with collection of a debt. If adverse action is to be taken against the subject of a credit header report and the basis for such adverse action is information obtained or derived from credit header information, you must verify such information from another source before taking such adverse action. We require all third-party users to take strict precautions to secure any system or device used to access credit header information.

To that end, we have established the following requirements:

- a. You must appoint and identify an account Administrator who will also act as a security designate that will have responsibility within your company to oversee the stipulations listed below.
- b. You consider and treat your account number and password as "sensitive information." You must protect your account number and password in a way that assures that only key personnel have access to and knowledge of this sensitive information. Under no circumstances should you give unauthorized persons information concerning your account number or password. You must notify DataTrace immediately so that new passwords can be issued when: those company personnel who have access to DataTrace data are terminated from employment, transferred and/or job duties have been reassigned where access to data is no longer required; or you become aware of suspect or questionable activity regarding access to DataTrace data; or you become aware of any potential compromise of your systems that may expose DataTrace data to security vulnerabilities.
- c. The system access software you use (whether developed by you or purchased from a third-party vendor) must "hide" or "embed" your account number and password so that only supervisory personnel know your account number and password. You must assign each end user of your system access software unique passwords.
- d. You must not discuss your account number and password over the telephone with any unknown caller, even if the caller claims to be our employee.
- e. You must restrict the ability to obtain credit header information to a few key personnel.
- f. Credit header information obtained through our service CANNOT be sold to the general public, in whole or in part, under any circumstances.
- g. Credit header information you obtain through our service must be obtained in a manner consistent with the principles of the Fair Information Practice Codes described by the Federal Trade Commission (<http://www.ftc.gov/reports/privacy3/fairinfo.htm>) and must be used pursuant to an exception as defined by the Gramm-Leach-Bliley Act and/or a permissible purpose as defined by the federal Fair Credit Reporting Act.

3. PERFORMANCE: DataTrace will exercise its best efforts to deliver accurate, up-to-date information in response to Subscriber's requests in an expeditious and efficient manner, and will use its best efforts to regularly maintain and augment its information gathered from its suppliers and from selected public records and to make reasonable efforts to verify that its sources of information are accurate to the greatest extent possible, but obligation or liability to Subscriber for any delay or failure of DataTrace in its performance under this agreement is limited to the terms set forth herein.

4. LIMITATION OF LIABILITY: Subscriber and DataTrace agree that the limitation of DataTrace's liability to Subscriber will be the return of the fee paid by Subscriber to DataTrace for the data accessed to the extent said data and information is found to be the sole basis upon which Subscriber incurred any injury or damage resulting from furnishing of such information by DataTrace. In no event will DataTrace be liable to Subscriber for any other damage, consequential damages, omissions, or any other costs and expenses whatsoever except as expressly agreed to here and above. Additionally, Subscriber hereby holds harmless all directors, officers, employees, agents, or suppliers of DataTrace for any injury or damages as a result of DataTrace furnishing such data or information to Subscriber as set forth here and above.

5. INDEMNIFICATION: Subscriber acknowledges that the data it obtains from DataTrace is compiled by DataTrace from numerous suppliers and that Subscriber has been allowed access to the data because of its representations of its authorized use of this data. Subscriber shall indemnify, defend and hold harmless DataTrace and its suppliers from and against any and all liabilities, damages, losses, claims, costs, fees and expenses (including attorney fees) arising out of or related to Subscriber's use of the data obtained from DataTrace. DataTrace and its suppliers are entitled to enforce the data security, use, legal compliance, and indemnification provisions of this and all other Agreements by and between Subscriber and DataTrace directly against the Subscriber as third party beneficiaries. If Subscriber knowingly and willfully obtains information for an improper purpose or without the proper consent under the FCRA, GLB or any other applicable law, or knowingly and willfully uses the report improperly, Subscriber agrees that such are material breaches of this Agreement and such a breach may result in immediate termination of this Agreement and access. Subscriber further agrees to indemnify DataTrace for all damages incurred due to breach of this agreement.

6. CONTRACT IN ENTIRETY: This agreement sets forth the entire understanding and agreement between DataTrace and Subscriber and supersedes any prior or contemporaneous oral or written agreements or representations; it may be modified only by a written amendment duly executed by both parties. This Agreement shall be interpreted in accordance with the laws of the State of Utah.

7. SURVIVAL OF AGREEMENT: Provisions hereof related to release of claims, indemnification, use of information and data, payment for DataTrace services and disclaimer of warranties shall survive any termination of the license to use the services provided by DataTrace.

8. RELATIONSHIP OF PARTIES: Subscriber shall at no time represent that it is an agent or representative of DataTrace.

9. CHARGES AND PAYMENT REQUIREMENTS: Access to Services is offered only to companies and individuals upon completion of Application for Services, signing of this Agreement and verification by DataTrace of all information supplied. For all responses to requests for information (including "no record" responses), Subscriber agrees to pay DataTrace the applicable charges then prevailing for the various services rendered to Subscriber, and any monthly membership fees. Prevailing charges will be specified in DataTrace published Price Lists and/or individual price quotes. DataTrace reserves the right to change its fees and prices in the pricing schedule at any time in the term by giving Subscriber advance notice.

10. PAST DUE ACCOUNTS: At the option of DataTrace, payments not received fifteen (15) days after the date of the invoice will cause Subscriber's account to be placed on HOLD, with no additional requests being processed until the balance due is paid in full. Past due balances will be charged 1.5% per month service charge. Accounts that become 30 days or older will be billed directly to Subscriber's credit card. Subscriber and/or authorized parties further agree to pay any and all costs of collection on unpaid balances, including but not limited to reasonable attorney fees, court costs, and expenditures related thereto.

11. GOVERNING LAW, VENUE and ATTORNEY'S FEES: This Agreement will be governed by and construed in accordance with the internal substantive laws of the State of Utah, which are intended to supersede any choice of laws or rules that might require the application of the laws of another jurisdiction. Both parties hereby consent to the jurisdiction of the courts of Utah, whether federal, state or local, with respect to actions brought to enforce or interpret this Agreement. Venue for all actions shall be in the state of Utah. The prevailing party in any arbitration, or permitted legal or equitable action, shall be entitled to an award of its reasonable attorneys' fees and costs in enforcing its rights under this agreement.

12. VIOLATIONS: Any violation of state or federal law shall result in immediate irrevocable termination upon conviction, with time having run out for appeal. However, DataTrace may suspend services upon finding by the court or a jury verdict.

13. DEFINITION OF RESPONSIBLE PARTY: "Responsible Party" shall be defined as those persons who have access to the client account issued by DataTrace to facilitate inquiries into information systems and databases provided by DataTrace, including passwords necessary for computer access should such access be granted to Subscriber by DataTrace. "Responsible Party" also includes the persons whose names and/or signatures appear upon said Agreement and New Account Application (attached), including owner, partner, president, vice president, secretary, treasurer, qualified manager, licensees, or other authorized agents of said Subscriber entity. In the event of unauthorized access into the information systems and databases provided by DataTrace, Subscriber and its responsible parties shall bear full responsibility for any unauthorized or unwarranted inquiries, including payment for said inquiries as set forth in Section 9 and 10 of this Agreement.

14. TERMS: This agreement shall continue in force without any fixed date of termination; however, either DataTrace or Subscriber may terminate the Agreement upon fifteen (15) days prior written notice to the other or by Subscriber violating rules of membership. Subscriber must include payment in full along with cancellation letter. Non-payment or breach of this Agreement may cause immediate revocation of privileges without prior notice by DataTrace.

15. **ASSIGNMENT:** The license granted pursuant to this agreement to Subscriber may not be assigned by Subscriber, in whole or in part without the prior written consent of DataTrace.

16. **SIGNING OF THIS AGREEMENT** and completion of the New Account Application in its entirety shall indicate that all statements and information as provided by Subscriber are, to the best of Subscriber's knowledge, true and correct. Subscriber further agrees that the intended use of all information, as provided under this contract through DataTrace, will be utilized within the legal purposes as set forth in the Agreement, as DataTrace assumes no liability, directly or indirectly, for the misuse of said information by Subscriber. In connection with my application, I understand that Inquiries may be made into the background of the company, and (if the business is a sole proprietorship) myself, and that such inquires may include but are not limited to identity verification, professional licensing verification, credit history, banking references, domain registration, and other information. I authorize without reservation any company, agency, party, or other source to furnish the above information as requested by DataTrace in connection with my application for services on this date and periodic account reviews in the future.

IN WITNESS WHEREOF, DATATRACE ONLINE, INC. and Subscriber have caused this Agreement to be executed by their duly authorized representatives as of the date first written below.

Typed or Printed Company Name

Company Address

Typed or Printed Name of Authorized Signer

Authorized Signature

Tax ID or Social Security Number

Date

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LEGAL COMPLIANCE AGREEMENT (GLB & DPPA)

Client agrees to comply with all state and federal laws that may be applicable to the requested searches, including but not limited to the Drivers Privacy and Protection Act (DPPA), Fair Credit Reporting Act (FCRA) and Graham Leach Bliley Act (GLB). Client agrees that they will be responsible for protecting all private information according to any and all privacy laws that may apply to information requested.

GLB COMPLIANCE

Permitted Use Certification - Graham, Leach Bliley Act

This service may contain information governed by the Gramm-Leach-Bliley Act (GLBA). In accordance with the GLBA, when you request a search from DataTrace client acknowledges and agrees that one or more of the below purposes applies to any and all search requests made:

Transactions Authorized by Consumer

As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer

Transactions Authorized by Consumer (Application Verification Only)

As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications for employment, housing, or insurance

Law Enforcement Purposes

To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies, self-regulatory organizations, or for an investigation on a matter related to public safety

Use by Persons Holding a Legal or Beneficial Interest Relating to the Consumer

For use by persons holding a legal or beneficial interest relating to the consumer

Use by Persons Acting in a Fiduciary Capacity on Behalf of the Consumer

For use by persons acting in a fiduciary or representative capacity on behalf of the consumer

Fraud Prevention or Detection

For use to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability

Required Institutional Risk Control

For required institutional risk control, or for resolving customer disputes or inquiries

Legal Compliance

For use to comply with Federal, State, or local laws, rules, and other applicable legal requirements

By proceeding with your search request, you hereby certify to DataTrace Online, Inc. that you are in, and assume full responsibility for, compliance with the GLBA, and in accordance with the Public Records Products Application and Agreement, you agree to indemnify, defend and hold DataTrace Online, Inc., its affiliates and assigns, harmless from any breach of the GLBA by you, your agents or contractors and any damages, fees and costs associated therewith. Information from these searches **may not** be used for a permissible purpose as defined by the Fair Credit Reporting Act.

DPPA COMPLIANCE

DPPA Compliance - Drivers Privacy Protection Act

This service may contain information governed by the Driver's Privacy Protection Act of 1994 (DPPA). Pursuant to the DPPA, you may only access this information for one of the permitted uses set forth below. Client acknowledges and agrees that one or more of the below purposes applies to any and all search requests made:

Court, Law Enforcement, or Government Agencies

Use by a court, law enforcement agency or other government agency or entity, acting directly on behalf of a government agency.

Motor Vehicle Safety or Theft

Use for any matter regarding motor vehicle or driver safety or theft (except by motor vehicle manufacturers).

Use in the Normal Course of Business

For use in the normal course of business but only to verify the accuracy of personal information submitted by the individual to the business; and if the submitted information is incorrect, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.

Civil, Criminal, Administrative, or Arbitral Proceedings

Use in connection with a civil, criminal, administrative, or arbitral proceeding, including the service of process, investigation in anticipation of litigation, the execution or enforcement of judgments, or compliance with the orders of any court.

By employer or its agent to verify a Commercial Driver's License

Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49 of the United States Code.

Insurance

Use by an insurer or insurance support organization, in connection with claims investigation activities or antifraud activities.

Licensed Private Investigative or Security Services

Use by a licensed private investigative agency, or licensed security service, for a purpose permitted above.

By proceeding with your request, you hereby certify to DataTrace Online, Inc. that you are in, and assume full responsibility for, compliance with the DPPA and you agree to indemnify, defend, and hold DataTrace Online, Inc., its affiliates, and assigns harmless from any breach of the DPPA by you, your agents, or contractors and for any damages, fees and costs associated therewith. Information from these searches **may not** be used for a permissible purpose as defined by the Fair Credit Reporting Act.

Dated This _____ Day of _____, 20_____

Authorized Signature

Typed or Printed Company Name

Tax ID or Social Security Number

Typed or Printed Name of Authorized Signer