



**CHOICEPOINT SERVICES INC.
SUBSCRIBER APPLICATION AND SERVICE AGREEMENT**

NOTE: INCOMPLETE OR INCORRECT INFORMATION MAY RESULT IN A DELAY OR DENIAL OF YOUR APPLICATION

To submit your application:

1. Please type or print all information requested and fax to 770-663-2805.
2. Please attach a copy of your professional or business licensing or certified Articles of Incorporation or 501(c)(3) document.
3. If your organization is tax exempt, a copy of your state tax exempt certification is required.
4. If publicly traded, a business license is not required. Please provide your stock symbol below.
5. If not publicly traded or federally insured/chartered (banks or insurance carriers), you will be required to sign the banking reference release form that allows us to confirm your account information with your bank.
6. Banks may be requested to provide vendor references.
7. If not publicly traded or federally insured/chartered, ChoicePoint Services Inc. may also require a site visit to confirm address information, permissible purpose (legal use of data) or security at your place of business.

The information submitted on this Subscriber Application and Service Agreement will be used to determine eligibility in accessing information provided by ChoicePoint Services Inc. ChoicePoint Services Inc. reserves the right to reject this Agreement for any reason whatsoever without explanation or recourse against ChoicePoint Services Inc. and/or its affiliates, employees or officers. Additionally, the applicant hereby authorizes ChoicePoint Services Inc. to independently verify the information provided herein. As part of your application for services, ChoicePoint Services Inc. may be required to verify credit information, business or client references and a bank reference on your organization.

ORGANIZATION INFORMATION (ALL ITEMS ARE MANDATORY)

ORGANIZATION NAME:

MAIN OFFICE PHONE (NOT EXT.):

MAIN FAX:

WEBSITE (IF APPLICABLE):

CURRENT PHYSICAL ADDRESS (P.O. BOX OR PRIVATE MAIL BOX NOT PERMITTED):

CITY:

STATE:

ZIP CODE:

IF LOCATED AT THE ABOVE ADDRESS LESS THAN 90 DAYS, PROVIDE MOST RECENT PRIOR ADDRESS BELOW

PHYSICAL ADDRESS (P.O. BOX OR PRIVATE MAIL BOX NOT PERMITTED):

CITY:

STATE:

ZIP CODE:

DATE ORGANIZATION ESTABLISHED: (MM/YY)

STOCK SYMBOL (IF APPLICABLE):

INDUSTRY TYPE (CHECK ONE ITEM THAT BEST DESCRIBES YOUR ORGANIZATION)

- | | | | | | |
|--|--|---|--|--|--|
| <input type="checkbox"/> ATTORNEY/
LAW OFFICE | <input type="checkbox"/> PRIVATE
INVESTIGATIONS | <input type="checkbox"/> BANKING /
FINANCIAL | <input type="checkbox"/> RETAIL /
WHOLESALE | <input type="checkbox"/> INSURANCE | <input type="checkbox"/> HUMAN RESOURCES |
| <input type="checkbox"/> SECURITY COMPANY | <input type="checkbox"/> PROCESS SERVER | <input type="checkbox"/> NEWS MEDIA | <input type="checkbox"/> BAIL BONDS | <input type="checkbox"/> OTHER (SPECIFY) | |

HOW WILL YOU BE USING THE INFORMATION PROVIDED THROUGH OUR SERVICE?

DOES YOUR BUSINESS REQUIRE ACCESS TO FULL SSN, DOB AND/OR DL#? YES NO

TYPE OF ORGANIZATION (CHECK ONE ONLY)

SOLE PROPRIETOR

PARTNERSHIP

INCORPORATION STATE:

FEDERAL TAX ID NUMBER:

IS YOUR ORGANIZATION EXEMPT FROM STATE & LOCAL TAXES?

IS YOUR ORGANIZATION HOME-BASED?

LICENSES REQUIRED: A PROFESSIONAL LICENSE IS REQUIRED IF YOUR ORGANIZATION IS PROFESSIONALLY REGULATED, A BUSINESS LICENSE AND/OR NOTARIZED ARTICLES OF INCORPORATION ARE REQUIRED FOR ALL OTHERS. NOTE: LICENSE STATE OF ISSUANCE MUST CORRESPOND WITH PHYSICAL ADDRESS OF BUSINESS

PROFESSIONAL
LICENSE #:

BUSINESS
LICENSE #:

LICENSE EXPIRATION DATE: (MM/DD/YY):

CITY OF ISSUANCE:

COUNTY OF ISSUANCE:

STATE OF ISSUANCE:

ACCOUNT CONTACT INFORMATION			
LAST NAME:		FIRST NAME:	
TITLE:		PHONE (NOT CELL PHONE):	
CELL PHONE (IF APPLICABLE):		E-MAIL:	
ARE YOU AUTHORIZED BY YOUR ORGANIZATION TO ORDER REPORTS ON THEIR BEHALF: <input type="checkbox"/> YES <input type="checkbox"/> NO			
PRINCIPALS OF COMPANY (REQUIRED FOR ALL SOLE PROPRIETORS & PARTNERSHIPS) CPS IS HEREBY AUTHORIZED TO PERFORM A BACKGROUND VERIFICATION OF EACH PERSON SIGNING IN THIS SECTION.			
NAME #1:		TITLE #1:	
SOCIAL SECURITY # 1:		SIGNATURE #1:	
NAME #2:		TITLE #2:	
SOCIAL SECURITY #2:		SIGNATURE #2:	
NAME #3:		TITLE #3:	
SOCIAL SECURITY #3:		SIGNATURE #3:	
BANK INFORMATION IS REQUIRED FROM ALL APPLICANTS, UNLESS OTHERWISE SPECIFIED			
BANK NAME:		BANK ADDRESS:	
PHONE:		FAX:	
ACCOUNT TYPE:		ACCOUNT NUMBER:	
BILLING INFORMATION			
TYPE OF BILLING REQUESTED (CHECK ONE):		<input type="checkbox"/> CREDIT CARD	<input type="checkbox"/> INVOICE (DUE UPON RECEIPT)
IF YOU CHOOSE CREDIT CARD BILLING – FILL IN SECTION BELOW PLEASE NOTE: APPLICANT AND CREDIT CARD HOLDER MUST MATCH – IF NOT, CONTACT YOUR SALES REPRESENTATIVE FOR THIRD-PARTY BILLING REQUEST			
TYPE OF CREDIT CARD (CHECK ONE):		<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> VISA
		<input type="checkbox"/> AMERICAN EXPRESS	<input type="checkbox"/> DISCOVER
CARDHOLDER NAME:			
CREDIT CARD NUMBER:			EXPIRATION DATE: (MM/YY)
CREDIT CARD BILLING ADDRESS:			
CITY:		STATE:	ZIP CODE:
IF YOU CHOOSE TO BE INVOICED – FILL IN SECTION BELOW			
BILLING CONTACT NAME:			
TITLE:		E-MAIL:	
BILLING ADDRESS:			
CITY:		STATE:	ZIP CODE:
PHONE:		FAX:	E-MAIL:
AUTHORIZATION			
THE DULY AUTHORIZED REPRESENTATIVE OF SUBSCRIBER HEREBY REPRESENTS AND WARRANTS THAT THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND ACCURATE.			
SIGNATURE:			
PRINTED NAME:			
TITLE:			
DATE:			

CHOICEPOINT SERVICES INC. SUBSCRIBER APPLICATION AND SERVICE AGREEMENT

This Agreement is entered into between ChoicePoint Services Inc. and its affiliates and subsidiaries ("CPS"), and the entity first set forth above ("Subscriber").

1. SERVICE. CPS provides nationwide public record information, document retrieval and related services ("Services") using its proprietary databases and information obtained from third parties ("Third Parties"). Subscriber hereby subscribes to Services as described on Exhibit A hereto and agrees to pay to CPS the applicable rates and charges set forth herein.

2. PERFORMANCE. CPS will use reasonable efforts to deliver Services requested by Subscriber and to access, update, augment and maintain its compilation of information, if any, gathered from selected public records and other sources used in the provision of Services hereunder. Subscriber accepts all information "AS IS."

3. SUBSCRIBER CREDENTIALING, CREDIT REPORT, CHANGE IN STATUS. Subscriber acknowledges and understands that CPS will only allow Subscriber to access the Services if Subscriber meets and continues to meet CPS credentialing standards. Subscriber acknowledges and agrees that as part of the Subscriber credentialing process, Subscriber's credit report(s) may be requested by CPS in accordance with Federal Fair Credit Reporting Act from one or more consumer reporting agencies. Upon Subscriber's request, Subscriber will be informed of whether any credit report was requested, and the name and address of the credit reporting agency that furnished the report to CPS. Subscriber shall notify CPS immediately of any changes at any time to the information on Subscriber's application for Services and, if Subscriber no longer meets the credentialing standards, CPS may terminate this Agreement. Furthermore, Subscriber shall promptly notify CPS of any change in ownership of Subscriber's company, any change in the name of Subscriber's company, and/or any change in the physical address of Subscriber's company.

4. CHARGES TO SUBSCRIBER. Subscriber agrees to pay to CPS the applicable charge then prevailing for the type of Services rendered to Subscriber. Such charges will include the applicable charge for each request for information, if any, including those which produce a return of "no record found." The Subscriber shall pay to CPS its prices as updated from time to time through on-line announcements, Subscriber bulletins, and published price schedules. All current and future CPS pricing documents are deemed incorporated herein. Furthermore, Subscriber shall be responsible for payment for all Services obtained through Subscriber's access identification code. Payment by Subscriber is due and payable ten (10) days from the date of invoice. If payments are past due more than ten (10) days from the date of invoice, CPS may terminate this Agreement. Subscriber is responsible for payment of all collection costs and attorney fees incurred by CPS through its efforts to collect on balance(s) owed by Subscriber. All remittances shall be sent to the "remit to" address on the invoice.

5. OWNERSHIP. Subscriber acknowledges that except for materials provided by Subscriber, CPS and/or Third Parties retain all right, title, and interest under applicable contractual, copyright and related laws in the databases and information contained therein and used to provide Services hereunder. Subscriber shall use such information consistent with such right, title and interest and notify CPS of any threatened or actual infringement thereof.

6. SUBSCRIBER USE LIMITATIONS – END USER. Subscriber acknowledges that this Agreement grants Subscriber a limited and non-exclusive license in data provided in exchange for Subscriber's payment of the fees and charges set forth herein, and Subscriber shall not reproduce, retransmit, republish or otherwise transfer for commercial purpose any information that Subscriber receives from CPS, except to employees whose duties reasonably relate to the legitimate business purposes for which the information is requested. Subscriber warrants that it is the end user of the information.

7. SUBSCRIBER USE LIMITATIONS – BUSINESS DUE DILIGENCE. Subscriber agrees to limit use and dissemination of information from Services solely to business due diligence efforts as indicated by Subscriber on its application for the Services. Uses outside of the business due diligence efforts include, without limitation, accessing or using information on public figures, such as people in the news, media personalities, politicians and such like, where such information is not used for the completion of a business transaction.

8. SUBSCRIBER USE LIMITATIONS – FAIR CREDIT REPORTING ACT. Subscriber agrees not to use any CPS Services for consumer credit purposes, consumer insurance underwriting, employment purposes, tenant screening purposes, or for any other purpose(s) covered by the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq) or similar state statute.

9. SUBSCRIBER USE LIMITATIONS – DRIVER'S PRIVACY PROTECTION ACT. Subscriber agrees to use any CPS data, which is the subject

of this Agreement, in strict conformance with the Federal Drivers Privacy Protection Act (18 U.S.C. Section 2721 et seq.) and similar state statutes, if applicable.

10. SUBSCRIBER USE LIMITATIONS – GRAMM-LEACH-BLILEY ACT. Subscriber agrees to use any CPS data, which is the subject of this Agreement, in strict conformance with the Gramm-Leach Biley Act (U.S.C. Title 15, Chapter 94, Section 6801 et seq.) and similar state statutes, if applicable.

11. SUBSCRIBER USE LIMITATIONS --MVR INFORMATION. If Subscriber is permitted to purchase motor vehicle records ("MVRs") from CPS, Subscriber agrees to the following:

- (a) Subscriber shall not use any CPS provided MVR, or portions of information contained therein, to create or update a file to the end that Subscriber develops its own source of driving history information.
- (b) As requested by CPS, Subscriber shall complete any state forms that CPS is legally or contractually required to obtain from Subscriber before serving Subscriber with state MVRs.
- (c) With regard to CPS-provided MVRs originating from the states of Pennsylvania and West Virginia, Subscriber must complete an Internet Addendum in order to disseminate personal information contained in such MVRs via the Internet
- (d) In no event shall Subscriber order MVRs from the state of Alaska except for the purpose of insurance claims verification, and only after obtaining written authorization of the consumer.
- (e) With regard to MVRs originating from the state of Virginia, Customer shall not publish such information via email at any time.
- (f) With regard to MVRs originating from the state of Arkansas, written authorization must be obtained if the MVR does not involve the insurer's own insured or applicant or a licensed driver in the household of the insured or applicant. An insurer may obtain a commercial record if it is on a commercial policy and the licensee is commercial driver (Class A, B or C). If the licensee is a Class D driver, the insurance company can pull an insurance record, but can only pull a commercial record if signed authorization is obtained.
- (h) MVR data derived from the New Hampshire Department of Safety is governed by N.H. Statute § 260:14. Section 260:14(IX) provides for penalties to be assessed against an individual in the event such individual improperly discloses, uses, obtains, sells, rents, offers or exposes for sale New Hampshire MVR data.
- (i) Subscriber is responsible for complying with all state MVR data restrictions. CPS will attempt to notify subscriber of any such restrictions at the time or order, by bulletin or email notice, or as otherwise appropriate.
- (j) CPS (and certain third party vendors such as state agencies) may conduct reasonable and periodic audits of Subscriber's use of MVR Data. Subscriber shall maintain for a period of 3 years a complete and accurate record, including identity and purpose, of every access to any personal information in MVR Data in its system. Further, in response to any audit, Subscriber must be able to substantiate the reason for each MVR Data order.

12. SUBSCRIBER USE LIMITATIONS – AMERICAN BOARD OF MEDICAL SPECIALTIES ("ABMS") DATA. Subscriber shall not use ABMS Data, nor permit others to do so, for purposes of determining, monitoring, tracking, profiling or evaluating in any manner, the patterns or frequency of physicians' prescriptions or medications, pharmaceuticals, controlled substances, or medical devices for use by their patients.

13. SUBSCRIBER USE LIMITATIONS – OFFSHORE USE. Subscriber shall not, nor shall it cause or permit others to, transmit, convey, compile, store, review, distribute or otherwise use outside of the U.S. any data, including without limitation any personal information, received from CPS under this Agreement.

14. MISUSE OF SERVICES OR INFORMATION. Subscriber agrees to take appropriate measures so as to protect against the misuse of CPS's Services. Subscriber agrees that CPS may, if it is concerned about Subscriber's use, temporarily suspend Subscriber's access for up to ten (10) business days pending an investigation of use.

Subscriber agrees to cooperate fully with any and all investigations. If misuse is confirmed through investigation, CPS may immediately terminate this Agreement.

15. CHANGES IN USE OR ACCESS. CPS may, at any time, impose restrictions and/or prohibitions on the Subscriber's use of the Services or certain data. Subscriber understands that such restrictions or changes in access may be the result of a modification in CPS policy, a modification of Third Party agreements, a modification in industry standards, or a change in law or regulation. Upon written notification by CPS of such restrictions, Subscriber agrees to comply with such restrictions.

16. PRIVACY PRINCIPLES. With respect to personally identifiable information regarding consumers, the parties further agree as follows: ChoicePoint has adopted the "ChoicePoint Privacy Principles" ("Principles") recognizing the importance of appropriate privacy protections for consumer data and Subscriber agrees that Subscriber (including its directors, officers, employees or agents) will comply with the Principles or Subscriber's own comparable privacy principles, policies, or practices. The ChoicePoint Privacy Principles are available at www.privacyatchoicepoint.com.

17. DATA SECURITY. Subscriber shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information it receives from CPS, to protect the personal information from unauthorized access, destruction, use, modification or disclosure. Subscriber is responsible for the administration and control of Account ID's by its employees and third parties, and shall identify a security administrator to coordinate with CPS. Subscriber shall manage all Account ID's, and notify CPS promptly if any Account ID becomes inactive or invalid. Subscriber shall follow the policies and procedures of CPS with respect to account maintenance as same may be communicated to Subscriber from time to time.

18. SECURITY EVENT. In the event that Subscriber learns or has reason to believe that CPS data has been disclosed or accessed by an unauthorized party, Subscriber will immediately give notice of such event to CPS. Furthermore, in the event that Subscriber has access to or acquires individually identifiable information (e.g., social security numbers, driver's license numbers or dates of birth) in relation to the Agreement, the following shall apply: Subscriber acknowledges that upon unauthorized acquisition of such individually identifiable information (a "Security Event"), Subscriber shall, in compliance with law, notify the individuals whose information was disclosed that a Security Event has occurred. Also, Subscriber shall be responsible for any other legal obligations which may arise under applicable law in connection with such a Security Event.

19. AUDIT. Subscriber understands and agrees that in order to ensure compliance with applicable law and CPS policies, CPS will conduct periodic reviews of Subscriber activity and may, on a random basis, contact Subscriber to provide documentation of executed searches. CPS shall also investigate all legitimate reports of abuse or misuse of CPS Services by Subscribers. Subscriber agrees to cooperate fully with any and all investigations. Violations discovered in any review by CPS will be subject to immediate action including, but not limited to, termination of the account, legal action, and/or referral to federal or state regulatory agencies.

20. TERM OF CONTRACT. This Agreement may be terminated by providing thirty (30) days written notice from either party except as otherwise provided for under Sections 3, 4, 14 and 19.

20. LIABILITY/WARRANTY. NEITHER CPS NOR THIRD PARTIES SHALL BE LIABLE TO SUBSCRIBER OR TO ANY PERSON CLAIMING THROUGH SUBSCRIBER OR TO WHOM SUBSCRIBER MAY HAVE PROVIDED SERVICE-RELATED INFORMATION FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY CPS'S OR THIRD PARTIES' NEGLIGENT ACTS OR OMISSIONS IN FILING, PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING SERVICES OR IN OTHERWISE PERFORMING THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES THAT EVERY BUSINESS DECISION INVOLVES ASSUMPTION OF A RISK,

AND THAT NEITHER CPS NOR ANY THIRD PARTY UNDERWRITES THAT RISK IN ANY MANNER WHATSOEVER. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON CPS OR A THIRD PARTY, THEN SUBSCRIBER AGREES THAT CPS'S AND/OR THIRD PARTIES' AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF CPS AND/OR THIRD PARTIES IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED THE COST OF THE SERVICE OR SERVICES TO WHICH A GIVEN CLAIM RELATES AND WHICH WAS CHARGED TO SUBSCRIBER, AND SUBSCRIBER COVENANTS AND PROMISES THAT IT WILL NOT SUE CPS AND/OR THIRD PARTIES FOR AN AMOUNT GREATER THAN SUCH SUM EVEN IF CPS AND/OR THIRD PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND THAT IT WILL NOT SEEK PUNITIVE DAMAGES IN ANY SUIT AGAINST CPS AND/OR THIRD PARTIES, ALL IN CONSIDERATION OF THE RECEIPT BY SUBSCRIBER OF SERVICES AT THE RATES CHARGED BY CPS HEREUNDER, WHICH ARE FAR LOWER THAN WOULD BE AVAILABLE TO SUBSCRIBER ABSENT THE WAIVERS AND DISCLAIMERS CONTAINED HEREIN. CPS AND THIRD PARTIES DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED. CPS AND/OR THIRD PARTIES DO NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES OR THE COMPONENTS THEREOF. IN NO EVENT SHALL CPS OR THIRD PARTIES BE LIABLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY SUBSCRIBER FROM RECEIPT OR USE OF INFORMATION DELIVERED HEREUNDER, OR THE UNAVAILABILITY THEREOF.

21. INDEMNIFICATION. Subscriber hereby agrees to protect, indemnify, defend and hold harmless CPS and all Third Parties from and against any and all costs, claims, demands, damages, losses and liabilities (including actual attorneys' fees) arising from or in any way related to (i) use of information by Subscriber (or any third party receiving such information from or through Subscriber) furnished by or through CPS, and (ii) Subscriber's breach of any representation, warranty or other provisions of this Agreement. Provisions hereof related to release of claims, indemnification, use of information and Services, payment for Services and disclaimer of warranties shall survive any termination of this Agreement.

22. ASSIGNMENT. This Agreement and the rights and obligations of each party hereto shall not be assigned without the prior written consent of the other party which consent shall not be unreasonably withheld. Consent shall not be required, however, in connection with an assignment to a subsidiary or affiliate of CPS. Upon such assignment: a) CPS shall promptly advise Subscriber of such transfer; b) the transferee corporation shall expressly agree to assume all obligations hereunder and; c) CPS shall guarantee the performance of the transferee/affiliate's obligations hereunder.

23. AGREEMENT ENTIRETY. This Agreement, as amended, sets forth the entire understanding and agreement between CPS and Subscriber regarding the subject matter herein and supersedes any prior or contemporaneous oral or written agreements or representations, except that access to and use of Third Party services may be governed by terms and conditions different than or in addition to those herein. By receipt of Services, Subscriber agrees to, and shall comply with, such different and/or additional terms of Third Parties and such changes to this Agreement as CPS shall make from time to time by notice to Subscriber via on-line click wrap amendments or Subscriber bulletins by email or otherwise written. This Agreement shall be interpreted in accordance with the laws of the State of Georgia.

APPROVAL AND SIGNATURE.

I certify that I am authorized to execute this Agreement on behalf of the company listed above. Further, I certify on behalf of such company, that the above statements are true and correct and agree for the company to the terms and conditions set forth in the Agreement.

Signature:	
Printed Name:	
Title:	Date:



Exhibit A LienGuard® Services

LienGuard Filing Services

Price:

- UCC Filing (includes UCC1's and UCC3's)* _____
- Purchase Money Security Interest Notice _____
- UCC Search—5 year with up to 10 filings _____

LienGuard Due Diligence Services

- UCC Search—5 year with 11 to 20 filings _____
- UCC Search—5 year with 21 to 50 filings _____
- UCC Search—5 year with 51 or more filings _____
- UCC Search to reflect—2 Year _____
- Articles of Incorporation Search _____
- Bankruptcy Searches _____
- Certificate of Good Standing Search _____
- Civil Litigation Search _____
- Felony & Misdemeanor Search _____
- Fictitious Name Search _____
- Judgment Search _____
- Officer & Director Search _____
- Property Search _____
- Tax Lien Search _____

* All charges are per jurisdiction. Additional state and county charges may apply.