

# End-User Subscriber Agreement for Investigative Consumer Reports

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BUSINESS NAME: \_\_\_\_\_ TAX ID: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

NAME of PRIMARY CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

POSITION HELD: \_\_\_\_\_ FAX: \_\_\_\_\_ Private fax line? Yes  No

EMAIL: \_\_\_\_\_ WEBSITE: \_\_\_\_\_

ACCOUNTS PAYABLE: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDITIONAL AUTHORIZED USER: \_\_\_\_\_ PHONE: \_\_\_\_\_

POSITION HELD: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ADDITIONAL AUTHORIZED USER: \_\_\_\_\_ PHONE: \_\_\_\_\_

POSITION HELD: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Business legal format: Sole Proprietor  Partnership / LLC  Corporation  Non-Profit/Volunteer  Gov't.

If your business is NOT incorporated, in order to verify that this is a bona fide business entity, operating as disclosed on the Subscriber Agreement and one that is properly licensed based upon local laws, please attach a copy of your Business License or other form of government-issued acknowledgement of your legal right to conduct business in your state.

Desired screening category(s): Envision Suite  Echelon Suite  Encompass Suite  BizScreen Suite  DOT Suite  Health Care Suite

Will employment personal TransUnion Credit Reports be requested? Yes  No

If YES, a premises onsite physical inspection is required by TransUnion™ prior to the release of the final credit report(s). There will be a one-time fee charged by the Credit Bureau for this service. The EEOC, and many states, require that a clearly defined business need as well as a demonstrated permissible purpose must be established to justify the use of personal credit reports for employment suitability evaluation.

## Terms and Conditions of Use -and- Confidential Website Access

This Subscriber Agreement (the "Agreement") is entered into effective use on the date set forth below, by and between HireSafe, a division of Data Research Network, Inc., hereinafter known as "DRN", and the requesting Subscriber and/or their designated agent(s), hereinafter known as "Subscriber".

The HireSafe website (the "Site") is owned and operated by Data Research Network, Inc., ("DRN," "HireSafe," "we," or "us"). The DRN Terms and Conditions of Use ("Terms," "Agreement") is entered into by and between DRN and the party ("Subscriber," "User," "You," "company," "party") for the purpose of procuring services from the DRN Site. DRN is a Consumer Reporting Agency ("CRA") and, among other services, DRN provides consumer reports and investigative consumer reports (collectively, "Screening Reports") as defined by the Fair Credit Reporting Act ("FCRA") and applicable state laws. In utilizing DRN's services, you are considered an "end-user" of Consumer Reports and/or Investigative Consumer Reports under the FCRA and applicable state law. DRN will furnish Subscriber with Screening Reports for legally permissible purposes only, conditioned upon said Subscriber's compliance with this Agreement and fulfillment of all of its obligations (including payment) under this Agreement.

**PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING, BROWSING, OR USING THE WEBSITE, OR MAKING A PURCHASE FROM US, YOU ACKNOWLEDGE AND AGREE TO COMPLY WITH, WITHOUT LIMITATION, THE FCRA AND OTHER APPLICABLE INTERNATIONAL, FEDERAL, STATE AND LOCAL LAWS, OUR PRIVACY POLICY, AND THESE TERMS.**

**ANY USE OR ACCESS TO THE WEBSITE BY ANYONE NOT EMPLOYED BY AND REPRESENTING A LEGAL BUSINESS ENTITY IS STRICTLY PROHIBITED. THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.**

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## 1. REGISTRATION AND SIGN-IN

When you set up your account, you will be required to create login credentials by providing certain types of personal information. By the action of entering their Username and Password, then clicking "Login" into the confidential Subscriber Website of Data Research Network, Inc., dba: HireSafe ("DRN"), Subscriber certifies that their requested report(s) are for their personal and/or professional use only, in accordance with the following terms and conditions and to hold the information in strict confidence and not to disclose it to any third parties. The DRN products shall be requested only by the Subscriber's designated and authorized representatives. Employees will be forbidden to attempt to obtain any of the DRN products on themselves, associates, or any other person except in the exercise of their official duties.

## 2. ABILITY TO ACCEPT TERMS OF USE

Subscriber affirms that they are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. The DRN confidential Website access is available only to individuals and any other legal entities that can form legally binding contracts under applicable law. Subscriber warrants that anyone provided the confidential Username and Password on behalf of Subscriber have the capacity to enter into or otherwise form legally binding contracts under applicable law, including any agreements that Subscriber enters into or form on behalf of a third-party, including, but not limited to, any entities of whom are an employee of Subscriber, manager, owner, or for whom may act as an agent with either actual or apparent authority to form binding agreements as those terms are defined by California law.

## 3. TERMS OF SALE

By requesting a screening report, you agree to pay for all searches conducted on your behalf at their current rate at the time that the search process commences. Subscriber will be responsible for charges resulting from Subscriber's errors in inputting data, duplicate order entries, and order cancellations once processing has begun and are not eligible for a full refund. After the initial order submission and processing begins, work cannot be completed halted. The new client setup fee shall be non-refundable, and Subscriber acknowledges and agrees that in the event Subscriber fails to meet DRN's company credentialing requirements and Subscriber's account is deactivated as a result, any and all prior charges, whether for account set-up or completed or pending orders, shall be non-refundable.

## 4. PAYMENT TERMS

Subscriber agrees to provide DRN with accurate credit card payment information that we may store and use as your payment method in billing future authorized purchases. We may use a third-party processor to process your purchase, in which case the terms of your purchase, such as refunds, payments, or customer service ("Third Party Terms"), may be governed by a third party seller, such as Bluefin. You are responsible for reading and understanding such Third Party Terms prior to making a purchase. We reserve the right to suspend use of the Site without notice if payment method is declined or is identified by our payment processor or by any Fraud Protection Method as being fraudulent or if you become delinquent in any payment obligation with us.

Alternately, Subscriber may be extended an open-invoice monthly bill to pay for the services provided under this Agreement and any Addendum thereto, to be paid within thirty (30) days of receipt of invoice. Accounts past their due date will be assessed finance charges at 21.00% annual percentage rate (1.75% on a monthly billing cycle) and a \$35.00 late fee per billing cycle. If DRN is required to bring an action to enforce any term of this Agreement or any Addendum hereto, then Subscriber agrees to pay all reasonable attorney's fees and court costs or arbitration fees incurred in connection with such an action.

## 5. EXPERT WITNESS TESTIMONY

Court ordered testimony and the making of depositions and/or reports for Expert Testimony Service shall not be considered part of the report research and shall be compensated at the current hourly rate set by DRN plus expenses.

## 6. FRAUD PREVENTION

DRN employs active safe-guards designed to detect and prevent fraud. Your use of the site indicates your consent for DRN to utilize any Fraud Protection Methods that we determine to be commercially reasonable and for your cooperation with or use of any third party provider of such Fraud Protection Methods. You further agree to fully cooperate with all audits and investigations of our customers and systems. Subscriber certifies and continuously maintains that no misrepresentation to DRN has occurred or any other forms of identity theft.

## 7. OWNERSHIP

As between DRN and Subscriber, all text, content and documents on the Site, any names, logos, trademarks, service marks, brand identities, characters, trade names, graphics, designs, copyrights, trade dress, or other intellectual property appearing in and used to operate the Site, and the organization, compilation, look and feel, illustrations, artwork, videos, music, software and other works on the Site (the "Content") are owned by DRN and its affiliates, or used with permission or under license from a third party (each an "Owner"), and are protected under copyright, trademark and other intellectual property and proprietary rights laws. As between DRN and Subscriber, all rights, title and interest in and to the Content will at all times remain with DRN and/or the Owners. All brand names, product names, titles, slogans, logos, or service names and other marks used on the Site, are registered and/or common law trade names, trademarks or service marks of DRN or the applicable Owner. DRN reserves all other rights. Except as expressly provided herein, nothing on the Site shall be construed as conferring any license under DRN's and/or its Owner's intellectual property rights, whether by estoppel, implication or otherwise.

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## 8. USE AND RESTRICTIONS

Subscriber hereby certifies that the use of all Screening Reports provided by DRN under this Agreement shall be in accordance with the Fair Credit Reporting Act, Public Law 91-508 and any appropriate state laws. Subscriber agrees to abide by the provisions of the Fair Credit Reporting Act and understands that the information received from DRN shall be received as a "consumer report from a consumer reporting agency" within the meaning of the Act. Subscriber further agrees that all information requested will be for its' exclusive use only for employment purposes or in connection with legitimate business needs as outlined in Section 604 of the Fair Credit Reporting Act. Subscriber understands that reports may be requested only by its designated agents, and that employees are not to obtain reports except in the exercise of their official duties. If the employment process is suspended or terminated because of information provided in the Consumer Report, Subscriber shall comply with the provisions of the Fair Credit Reporting Act, including but not limited to, those provisions requiring Subscriber to disclose information to a prospective employee or applicant. This includes providing to the applicant/employee a copy of the report and a copy of "A Summary of Your Rights under the Fair Credit Reporting Act".

Further, Subscriber acknowledges that the depth of information provided by DRN may vary from source to source. Therefore, Subscriber further acknowledges that DRN shall not be a guarantor of information accuracy or completeness. Subscriber agrees that final verification of an individual's identity and proper use of report contents shall be Subscriber's sole responsibility. If the Subscriber provides DRN with information concerning the work to be undertaken, that DRN may reasonably rely on the accuracy of such information without need to ascertain its truthfulness unless the information, on its' face, appears untrue and unreasonable. Any act undertaken by the DRN in reliance upon the information supplied by the client which acts are later deemed to be unlawful, or which subject the DRN to being named as a defendant in litigation or any penalties that may arise therefore, shall be indemnified by the Subscriber and DRN shall be held harmless from any such results. DRN agrees to provide timely dissemination of available information in a manner consistent with standard business practices.

As a condition to ordering and obtaining consumer reports from DRN, Subscriber agrees as follows:

A. That Subscriber will use such report solely for employment purposes and for no other purpose. Employment purposes include the evaluation of the subject of the report for employment, promotion, reassignment, or retention as an employee. The subject of the report ("Applicant") includes any consumer who is an applicant, volunteer, Independent Contractor, potential employee or employee.

B. Prior to ordering the report, or causing the report to be ordered:

- (1) Subscriber has made clear and conspicuous written disclosure to the Applicant, in a document consisting solely of the disclosure, that a report may be obtained for employment purposes; and
- (2) Subscriber has obtained the Applicant's written authorization to obtain the report; such authorization may be in the same document as the disclosure.

C. Prior to taking any adverse action based in whole or in part based upon the report, Subscriber will provide the following to the Applicant.

- (1) A copy of the report; and
- (2) A written description of the rights of the Applicant under the Fair Credit Reporting Act ("FCRA") as prescribed by the Federal Trade Commission ("FCRA Summary of Rights"). DRN has provided Subscriber a copy of the FCRA Summary of Rights, and it can be obtained from the HireSafe website.

D. Before Subscriber takes any adverse action against the Applicant based in whole or in part on the report, Subscriber shall give the Applicant a reasonable amount of time after the copy of the report and FCRA Summary of Rights have been received to dispute the accuracy and completeness of the information in the report.

E. If Subscriber takes any adverse action with respect to the Applicant based in whole or in part on any information in the report;

Subscriber will provide the Applicant with all of the following:

- (1) Notice of the adverse action;
- (2) DRN name, address, and telephone number;
- (3) A statement that DRN did not make the decision to take the adverse action and is unable to provide the Applicant the specific reasons why the adverse action was taken;
- (4) Notice of the Applicant's right to obtain a free copy of the report from DRN if, within 60 days after receipt of the notice, he or she requests a copy from DRN, and
- (5) Notice of the Applicant's right under the Fair Credit Reporting Act to dispute with DRN the accuracy or completeness of any information in the report.

F. In some cases, Subscriber may order a report from DRN for employment purposes that would also constitute an "Investigative Consumer Report." (In general, an Investigative Consumer Report is one in which information has been obtained through personal interviews with friends, neighbors, or associates of the Applicant or others with whom the Applicant is acquainted or who may have knowledge concerning any such items of information, and the information is more than just a verification of facts.) In the event that Subscriber orders from DRN any investigative consumer report, then in addition to Subscriber's other certifications herein, Subscriber certifies to as follows with respect to each investigative consumer report ordered:

- (1) Not later than three (3) days after the date of requesting such report from DRN, Subscriber will mail or otherwise deliver a written disclosure to the Applicant containing the following information:
  - (i) A statement that clearly and accurately discloses that an investigative consumer report on the Applicant may be made and such report may contain information as to his or her character, general reputation, personal characteristics and mode of living (as applicable); and
  - (ii) A statement informing the Applicant of his or her right to request in writing additional disclosures about the nature and scope of the investigations and a written summary of rights ("FCRA Summary of Rights").

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G. Subscriber agrees to provide to California, Oklahoma and Minnesota applicants an option by which the Applicant may indicate on their written or electronic consent form that the Applicant wishes to receive a copy of any Screening Report that is prepared.

H) Maintain records as required by law and maintain reasonable and appropriate physical, technical and administrative measures to protect against unauthorized access to and /or misuse of Screening Reports.

I) To provide access to view Screening Reports on the Site only to Company employees, agents, and representatives who agree to comply with Company's obligations under the law and this Agreement.

J) Secure hard copies and electronic files of Screening Reports within your facility so that only authorized personnel can access them.

K) Shred or otherwise permanently destroy all hard copy Screening Reports when no longer needed and when applicable regulation(s) permit destruction, to prevent the unauthorized access to and/or use of applicant/employee data and/or any other personally identifiable information of applicants/employees/tenants.

L) Erase and overwrite or scramble electronic files containing Screening Reports and Applicant information when no longer needed and when applicable regulation(s) permit destruction, to prevent the unauthorized access to and/or use of applicant/employee/tenant data and/or any other personally identifiable information of applicants/employees/tenants.

M) You shall use the Screening Reports solely as an end user. You are prohibited from copying, retransmitting, modifying, disseminating, reselling, broadcasting, circulating, or otherwise distributing, in whole or in part, any Screening Reports furnished by DRN.

(1) Upon written request by the Applicant within a reasonable period of time following the Applicant's receipt of the disclosure referred to in subsection "B" above, Subscriber shall make a complete and accurate written disclosure of the nature and scope of the investigation Subscriber has requested. Subscriber will mail or otherwise deliver the nature and scope disclosure to the Applicant not later than three (3) days after the date on which the request for such disclosure was received from the Applicant or such investigative consumer report was first requested, whichever is later.

(2) If Subscriber operates in California or orders a report on a California resident, in addition to the other certifications herein Subscriber hereby certifies for each California report ordered from DRN that:

(i) Subscriber will identify DRN including the name, address, and telephone number;

(ii) Subscriber will have a disclosure with a box that can be checked by the Applicant to indicate that he/she wants to obtain a free copy of the credit report; and

(iii) Subscriber will provide the Applicant a summary of his or her rights under California Civil Code Section 1786.22.

(3) Subscriber is aware that in addition to the FCRA and other federal laws, state laws may be applicable to your ordering and use of consumer and/or investigative consumer reports, and agrees to comply with all applicable federal and state laws.

(4) Subscriber agrees that all certifications and agreements herein are of a continuing nature and are intended to apply to each consumer and/or investigative consumer report that Subscriber orders from DRN. Subscriber agrees to keep all documentation signed by the Applicant required herein for at least three (3) years after the date of the report to which such documentation relates and to provide DRN copies upon request.

N. The information that DRN provides to Subscriber may contain consumer identification information governed by the Gramm-Leach Bliley Act ("GLBA"). In accordance with GLBA, FCRA and TransUnion Corporation policies, Subscriber certifies that it intends to use DRN services for the appropriate reasonable purpose(s) that were outlined and stated in the original Subscriber Agreement at the commencement of the business relationship with DRN.

**NOTE: Please check all that apply. AT LEAST ONE MUST BE CHECKED.**

Employment Application Verification / Employment Drug Testing / Tenant Application Screening

Locating customers/debtors/beneficiaries/policy holders/association members /witnesses/suspects/missing persons

Investigating or preventing actual or potential fraud, fraudulent applications, or fraudulent claims

Other appropriate purpose: \_\_\_\_\_

O. **REQUIRED** The nature of Subscriber's business is: \_\_\_\_\_

P. Subscriber will not use any information in the report in violation of any applicable Federal or State equal employment opportunity law or regulation. DRN does not represent or warrant that its services will prevent any loss, that its services may not be circumvented or that its services will provide the protection or information for which the services were intended in good faith. DRN agrees not to discriminate against any employee or applicant for employment because of race, creed, color, age, sex, disability or nationality.

## 9. UNITED STATES ONLY

By using the Site, you agree and acknowledge that it is hosted in the United States. You are specifically prohibited from attempting to access the Site from a physical location outside of the United States. By using the Site, you consent to the application of the laws of the United States and/or the State of California with respect to any dispute arising from or related to your use of the Site, other than such rules, regulations, case law, and/or international treaties that would result in the application of the laws of a jurisdiction other than the United States or the State of California, and (c) the exclusive jurisdiction of the courts of the United States and the State of California

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## 10. DISCLAIMER OF WARRANTIES

Screening Reports and other information in the DRN databases have been compiled from public records and other proprietary sources for the specific purposes of providing background information and therefore such information is obtained by DRN, and reported to Company, "AS IS". Neither DRN nor any of its suppliers represents or warrants that the information from such records is complete or accurate; however, DRN represents and warrants that it will accurately report the information as provided by such sources. DRN HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES REGARDING THE PERFORMANCE OF THE SERVICE AND THE ACCURACY, CURRENCY, OR COMPLETENESS OF ANY DATA, INFORMATION OR SCREENING REPORT, INCLUDING (WITHOUT ELIMINATION) ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND ANY IMPLIED INDEMNITIES.

SHOULD APPLICABLE LAW NOT PERMIT THE FOREGOING EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, THEN DRN HEREBY GRANTS THE MINIMUM EXPRESS OR IMPLIED WARRANTY REQUIRED BY SUCH APPLICABLE LAW. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DRN, ITS EMPLOYEES, AGENTS, SUPPLIERS OR ANY OTHER PERSONS SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS SECTION. ADDITIONALLY, DRN DOES NOT MAKE ANY WARRANTIES THAT THE SCREENING REPORTS, THE SITE, OR ANY FEATURES OR FUNCTIONALITY OF THE SITE, WILL BE UNINTERRUPTED, SECURE OR ERROR FREE OR THAT YOUR USE OF THE SITE WILL MEET YOUR EXPECTATIONS, OR THAT THE SITE, CONTENT, OR ANY PORTION THEREOF, IS CORRECT, COMPLETE, ACCURATE, OR RELIABLE. DRN RESERVES THE RIGHT TO CHANGE ANY PART OF THE SITE AT ANYTIME WITHOUT NOTICE.

## 11. LIMITATION OF LIABILITY

YOUR USE OF THE SITE IS AT YOUR OWN RISK. NEITHER DRN, ITS AFFILIATES, ANY OF ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, NOR ANY THIRD PARTY INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF ANY DATA, INFORMATION OR SCREENING REPORTS WILL BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME, PROFIT OR GOODWILL, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES ARISING OUT OF YOUR ACCESS TO OR USE OF THE SITE OR ARISING OUT OF ANY ACTION TAKEN IN RESPONSE TO OR AS A RESULT OF ANY SCREENING REPORT OR OTHER INFORMATION AVAILABLE ON THE SITE, HOWEVER CAUSED, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PROPRIETARY RIGHTS INFRINGEMENT, PRODUCT LIABILITY OR OTHERWISE. THE FOREGOING SHALL APPLY EVEN IF DRN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU BECOME DISSATISFIED IN ANY WAY WITH THE SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP YOUR USE OF THE SITE. YOU HEREBY WAIVE ANY AND ALL CLAIMS AGAINST DRN, AND ITS AFFILIATES, AGENTS, REPRESENTATIVES AND LICENSOR'S ARISING OUT OF YOUR USE OF THE SITE. BECAUSE SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, THESE PROVISIONS MAY NOT APPLY TO YOU. IF ANY PORTION OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF DRN AND ITS AFFILIATES SHALL NOT EXCEED THE LESSER OF THE COST OF THE SCREENING REPORT ORDERED OR ONE HUNDRED DOLLARS (\$100.00.) THE LIMITATION OF LIABILITY HEREIN IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN AND REFLECTS A FAIR ALLOCATION OF RISK. THE WEBSITE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS AND YOU AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY, DISCLAIMERS AND EXCLUSIVE REMEDIES SPECIFIED HEREIN WILL SURVIVE EVEN IF FOUND TO HAVE FAILED IN THEIR ESSENTIAL PURPOSE.

## 12. INDEMNITY

Subscriber agrees to defend, indemnify and hold harmless DRN, its owners, parents, subsidiaries, and/or affiliates, and its and their respective officers, directors, employees, agents, successors and assigns, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) based upon any material breach of this Agreement by Company, including but not limited to: (a) illegal or wrongful use or obtaining of any Screening Report (b) Company's gross negligence or intentional wrongdoing in connection with the use or obtaining of the Screening Report (c) Company's failure to comply with its obligations under the FCRA or other applicable state or local laws. This defense and indemnification obligation will survive these Terms and your use of the Site.

## 13. ASSIGNMENT

These Terms and Conditions, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by DRN without restriction.

## 14. CHANGES TO THESE TERMS

From time to time, DRN may revise these Terms. To help you stay current of any changes, DRN notes the date these Terms were last updated below. Your use of the Site following the posting of any revised Terms shall be deemed acceptance of the revised Terms. DRN strongly recommends checking these Terms and Conditions periodically. If, and only if, DRN makes revisions to these Terms that result in a material lessening of the restrictions on DRN's use or disclosure of your Personal Information (as defined in our Privacy Policy), DRN will make a commercially reasonable attempt to obtain your consent before implementing such revisions with respect to such Personal Information. If you disagree with the provisions of these Terms and Conditions at any time, your sole remedy is to terminate your use of the Website and inform us of such termination as described in these Terms and Conditions. Continued use of the Website constitutes your agreement to these Terms as in effect.

## 15. CONFIDENTIALITY OF INFORMATION

(a) Confidentiality of Information defined: During and after the term of this Agreement, each party (the "Disclosing Party") may disclose or make available to the other party (the "Receiving Party"), whether orally or in physical form, non-public confidential or proprietary information concerning the Disclosing Party and its business, products and/or services, including its software; systems and technology; product and service specifications, methodologies and strategies;

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pricing; and trade secrets and other intellectual property ("Confidential Information"). Confidential Information shall not include information which (a) was rightfully in the possession of the Receiving Party prior to disclosure by the Disclosing Party; (b) was or is independently developed by the Receiving Party without use of the Confidential Information; (c) is now or hereafter becomes available to the public other than as a result of disclosure by the Receiving Party in violation of this Agreement; or (d) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party and such source is not, to the best of the Receiving Party's knowledge, under any obligation to keep such information confidential.

(b) Duty of Confidentiality: The Receiving Party agrees: (i) to keep confidential and hold in strict confidence the Confidential Information; (ii) to take all reasonable precautions to protect the confidentiality of the Confidential Information (which precautions shall be no less than those employed by the Receiving Party to preserve the secrecy of its own confidential materials); (iii) that it will not, without the prior written consent of the Disclosing Party, disclose any portion of the Confidential Information to any third party; (iv) not to copy or reproduce the Confidential Information, except as reasonably required for the purposes contemplated in this Agreement (in which case the Receiving Party will ensure that any confidentiality or other proprietary rights notices on the Confidential Information are reproduced on all copies); (v) not to reverse engineer or disassemble any products, technology or tangible objects that utilize or contain such Confidential Information; and (vi) to return and/or destroy all Confidential Information of the Disclosing Party upon request.

(c) Required Disclosures: If the Receiving Party is requested in any judicial or administrative proceeding or by any governmental or regulatory authority (whether by depositions, interrogatories, requests for information or documents, subpoenas, civil investigative demands, application regulations or similar processes) or otherwise required by applicable Laws to disclose the Confidential Information, the Receiving Party may make such disclosure, provided it uses reasonable efforts to give prompt written notice, as soon as practicable, to the Disclosing Party of such required disclosure so that Disclosing Party may seek an appropriate protective order. Notwithstanding anything to the contrary above, DRN shall not (i) be restricted from disclosing to Applicants their Screening Reports and file information in accordance with applicable Laws, (ii) be restricted from disclosing Confidential Information to the extent necessary to perform its services under this Agreement, or (iii) be required to destroy, erase or return

## 16. MISCELLANEOUS

DRN's failure to enforce any provision of these Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## 17. TERMINATION

DRN may cancel, suspend or block your use of the Site and terminate your Account without notice if there has been a suspected violation of these Terms. DRN is not responsible or liable for any information that is made unavailable to you as a result of termination of your Account. YOU AGREE THAT DRN WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCOUNT. Any limitations on liability or other provisions of these Terms that favor DRN will survive the expiration or termination of these Terms for any reason. After your account has been established, the \$85 new client activation fee is not refundable.

## 18. NOTICES AND AGREEMENT TO BE BOUND BY ELECTRONIC SIGNATURE

Your affirmative act of using the Site constitutes your electronic signature to these Terms and Conditions and your consent to enter into agreements with DRN electronically. You also agree that DRN may send any privacy or other notices, in electronic form to the e-mail address that you provided during registration, or by posting on the Website. The delivery of any Notice is effective when sent by DRN, regardless of whether you read the Notice when you receive it or whether you actually receive the delivery. All contracts completed electronically will be deemed for all legal purposes to be in writing and legally enforceable as a signed writing.

Any notice that is required or permitted hereunder shall be deemed given to DRN only if delivered personally or by registered or certified mail, return receipt requested and postage prepaid, or by a nationally recognized overnight delivery service, addressed as follows: Data Research Network, Inc., 9290 West Stockton Blvd. Suite 100, Elk Grove, CA 95758; Attention: Legal Department. This Agreement may not be assigned in whole or in part by Subscriber without the express written consent of DRN, which shall not be unreasonably withheld. Notwithstanding the foregoing, this Agreement shall inure to the benefit of successors or assigns. This Agreement is deemed to be made, executed and performed in the State of California. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of California, without reference to principle of conflicting laws. DRN and Subscriber each will in good faith use reasonable efforts to mitigate any potential damages or other adverse consequences arising from the reporting results of any given report. If the parties are unable to resolve a dispute after holding good faith and confidential discussions, then the dispute shall be submitted to binding arbitration conducted in Sacramento County, California, under the American Arbitration Association or JAMS. Notwithstanding the foregoing, each party shall be entitled to seek immediate injunctive relief to protect its Confidential Information. The parties to this Agreement consent to jurisdiction and venue in the Eastern U.S. Federal District courts located in the State of California, and the County of Sacramento.

## 19. SURVIVAL

All provisions of this Agreement which by their nature are reasonably intended to have effect after termination or expiration of this Agreement shall survive such termination or expiration.

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## 20. SEVERABILITY

If any provision of this Agreement is determined to be illegal, unenforceable or invalid, in whole or in part, for any reason, such provision(s) shall be stricken from this Agreement and shall not affect the legality, enforceability or validity of the remainder of this Agreement. The words "include" or "including" herein shall mean "including without limitation." The Agreement shall be considered drafted mutually by the parties.

## 21. FORCE MAJEURE

The obligation of either party to perform under this Agreement shall be excused during a reasonable period of delay caused by matters beyond such party's reasonable control, including changes in laws, university or courthouse closures, power or internet service failure, third party system or service failure, war, earthquake, fire, flood or other natural disasters.

## 22. EFFECTIVE DATE

This Agreement may be executed by electronic signature, and shall be deemed effective in the event and at such time as DRN activates Subscriber's account. Subscriber represents that this Agreement has been executed on Subscriber's behalf by a representative authorized to bind Subscriber with respect to the undertakings and obligations contained in the Agreement.

## 23. REMEDIES CUMULATIVE

All remedies herein are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

## 24. CONSUMER CREDIT REPORT

Subscriber shall use each Consumer Credit Report only for a one-time use and shall hold the report in strict confidence, and not to disclose to any third parties; provided, however, that Subscriber may, but is not required to, disclose the Report to the subject of the report only in connection with an Adverse Action based upon the report. The TransUnion™ Credit Bureau requires an onsite physical inspection of the premises of all new clients prior to the release of a TransUnion™ Employment Credit Report, for which a fee is charged for this service.

## 25. CREDIT CARD PAYMENT AUTHORIZATION FOR REQUESTED SERVICES

Subscriber hereby authorizes DRN to charge all invoices for services requested to the following credit card:

Please select your choice: Visa  MasterCard  American Express  Discover

Credit Card Number: \_\_\_\_\_ Expiration: \_\_\_\_/\_\_\_\_ CVV: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Card Billing Address: \_\_\_\_\_

The original signed Subscriber Agreement, and any Addendum attached hereto, are intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof and supersedes all prior representations, understandings or agreements of the parties. This original signed Subscriber Agreement can only be modified in writing, signed by the parties or their duly authorized agents. No waiver of a breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach. Subscriber acknowledges receipt of a copy of their original Subscriber Agreement at the commencement of the business relationship with DRN.

The action of Subscriber in the use of and placing of orders from the DRN secured website certifies their acceptance of the previous Terms and Conditions of Use for the products and services supplied by DRN to Subscriber.

IN WITNESS WHEREOF, the Subscriber agrees to the terms of this Subscriber Agreement as stated herein. Accepted by Subscriber:

\_\_\_\_\_  
SIGNATURE of SUBSCRIBER

DATE: \_\_\_\_\_

Affiliation or Referred to us by:

- |   |   |  |   |
|---|---|--|---|
| <input type="checkbox"/> CA Employers Assoc.        | <input type="checkbox"/> San Diego Employers Assoc.   | <input type="checkbox"/> YouTube         | <input type="checkbox"/> The Builders Exchange: _____ |
| <input type="checkbox"/> BBB                        | <input type="checkbox"/> ePlace Solutions/HR Pilot    | <input type="checkbox"/> LinkedIn        | <input type="checkbox"/> Webinar: _____               |
| <input type="checkbox"/> NAPBS                      | <input type="checkbox"/> HR Ideas                     | <input type="checkbox"/> Twitter         | <input type="checkbox"/> Trade Show: _____            |
| <input type="checkbox"/> SHRM                       | <input type="checkbox"/> San Francisco Dental Society | <input type="checkbox"/> Facebook        | <input type="checkbox"/> Blog: _____                  |
| <input type="checkbox"/> Friend or associate: _____ | <input type="checkbox"/> Yelp                         | <input type="checkbox"/> Business: _____ |   |