

SUBSCRIBER AGREEMENT

SERVICE – The Accu-Facts Company (the Provider), the web site and internet addresses related to CEO Corporate Security Group, Inc, EmploymentScreening.com and CourtHouseRecordRetrieval.com, agrees and states that the Client or Customer will be provided with consumer, business, public record and other data through the **Provider's** network, in this agreement. **Provider** agrees and states that the Client or Customer may request data from the system by **Provider's** approved means only. Retrieval of documents and requested records shall be processed, handled and/or transmitted by facsimile and other means, as deemed appropriate by **Provider**.

PERFORMANCE – **Provider** guarantees to the Client or Customer that it will use the best means and reasonable efforts to fulfill each request in the most efficient and expeditious manner. **Provider** shall have no obligation or liability to the Client or Customer for any delay or failure of its network due to circumstances beyond its control, including but not limited to: computer malfunction, trunk or telephone line failure, weather related problems, supplier performance, and similar circumstances at the end user, the courthouse, the state agency or any other location of the source data, and/or Acts of God impacting on said request(s) and results of the Client or Customer.

TERMS and USE OF DATA – **Provider** agrees and states that the Client or Customer agree to use the information supplied through the **Provider's** network for it's own use only. The information may not be used for purposes prohibited by local, state, or federal law and regulations thereof. Violations, or any Violation, of any law governing use of information supplied through the **Provider's** network shall result in termination of this agreement or use of the network immediately, at the discretion of the **Provider**. External distribution or dissemination to third parties is strictly prohibited.

THE FAIR CREDIT REPORTING ACT and COMPLIANCE – **Provider** agrees and states that the Client or Customer agrees that any information, or report, which is covered by the FAIR CREDIT REPORTING ACT (Public law 91-508, 15 USC Section 1681, et seq. subsections 604-615) (the ACT) will be requested and used by the Client or Customer in full compliance with the terms and intent of the ACT. The Provider understands that the purpose of requesting information covered by the FAIR CREDIT REPORTING ACT must be identified, with specificity by the Client or Customer, and that the information received is for the Client or Customer's use only, and that there are criminal and potential civil penalties for willful violation(s) of this ACT, which may be deemed appropriate.

DISCLAIMER of WARRANTY and LIMITATION OF LIABILITY – **Provider** agrees and states that the Client or Customer fully understands and agrees, without any qualification or concern(s) previously notated in writing, before execution of this agreement, that the Client or Customer access to the **Provider's** Network does not guarantee the accuracy, completeness or timeliness of the information or records gathered and/or provided through its online system, or otherwise, and **Provider** shall not be liable for any loss or injury resulting from the use of such data, failure to provide such data with or without cause, or in any delay in receipt of such data at Client or at Customer site(s). In any such event, the Provider's liability, if substantiated, will not exceed the cost of services billed and/or invoiced to the Client or Customer for that assignment.



CONTRACT OF ENTIRETY – This agreement sets forth the entire agreement for services **Provider** agrees and states to the Client or Customer. This agreement supersedes all prior agreement(s) and/or representation(s), and this agreement, shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania. Any action(s) for Cause, relating to this agreement, shall be brought before and issued to the appropriate judicial district in the Commonwealth of Pennsylvania.

PAYMENT FOR SERVICES – Statements and Invoices from **Provider's** central billing are generated bi-weekly and are due upon receipt. Service Fees for professional services requested of Provider by the Client or Customer are due and payable even if the reply or results demonstrate there is no pertinent information available from the source location, agency or government jurisdiction. An Active Status account becomes a Suspended Status account relationship 30-days after the Statement or Invoice date. Re-Activation is only available upon full and complete payment toward all open and active Statement(s) and/or Invoice(s).

SUSPENSION AND TERMINATION – Suspension of services to the Client or Customer may occur for late payment, faulty payment, exceeding the agreed credit terms imposed or at the **Provider's** own request to change passwords or any other reason(s) related to network usage and/or terms of usage. Termination of service to the Client or Customer may occur for nonpayment or willful violation of the terms of this executed agreement. An escrow deposit may be required when starting service. Finance charges will be added at a rate of 1-1/2% of the statement amount for bills unpaid past the next billing date. **Provider** agrees and states that the Client or Customer agrees to pay all cost(s) of collection of past due accounts including, but not limited to, court costs, collection costs, and attorney's fees.

RESPONSIBILITY OF USAGE – It is understood by Provider's Client or Customer that **Provider** has no control over the Client or Customer's, personnel, official passwords or order forms once issued except to deny use through suspension of access to the Client or Customer. Any unauthorized use of Provider's system, by the Client or Customer, its personnel or otherwise, is the full responsibility of the Client or Customer and will be discharged accordingly. The Provider's Client or Customer further understands that he/she must protect these items fully, without condition, and in the event of theft or fraudulent use, even if only suspected by Client or Customer, must notify **Provider** forthwith to deny further and continued access to the Provider's network system. Provider accepts no responsibility for such breach or such usage.

TERM OF AGREEMENT – Any party may terminate this contract, or agreement, at any time for any reason. Nonpayment or failure of or by the Provider's Client or Customer to abide by the terms of the agreement, herein outlined, shall be deemed sufficient reason for **Provider** to terminate service to the Client or Customer without prior notice.

TO WITNESS THEREOF – The Accu-Facts Company (the Provider), the web site and internet address related to CEO Corporate Security Group, Inc, EmploymentScreening.com and CourtHouseRecordRetrieval.com, agrees and states that the Client or Customer understands and agrees that service will not commence with **Provider** until **Provider** receives this signed and executed agreement, in its entirety and that all requests for information are to be submitted on the basis of a legal, permissible purpose for the information requested as outlined in this agreement. The Provider's Client or Customer also understands, and agrees, that this agreement may be updated from time to time and that each successive signed agreement supercedes any and all prior agreements.



SUBSCRIBER INFORMATION

Corporate Entity Name: _____

D/B/A Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Website address: _____

Is this your only location? _____ Yes _____ No

If NO, will any other company locations be sending us work orders directly? _____ Yes _____ No

If, yes, please contact our office to identify and set up all other locations, if desired.

Primary Report Requestor/ Contact: _____

Title: _____

Phone Number: _____ Fax Number: _____

Email address: _____

How do you want to receive results for your Background Screening assignments?

Fax *(please provide fax number)* _____

Email *(please provide email)* _____

Online Login *(We will contact you with your user name and password)*

Second Report Requestor/ Contact: _____

Title: _____

Phone Number: _____ Fax Number: _____

Email address: _____

How do you want to receive results for your Background Screening assignments?

Fax *(please provide fax number)* _____

Email *(please provide email)* _____

Online Login *(We will contact you with your user name and password)*



BILLING INFORMATION

Primary Accounting Contact: _____

Phone Number: _____ Fax Number: _____

Email address: _____

Same address as above (if not, enter billing address below)

Address: _____

City: _____ State: _____ Zip: _____

Second Accounting Contact: _____

Phone Number: _____ Fax Number: _____

Email address: _____

Same address as above (if not, enter billing address below)

Address: _____

City: _____ State: _____ Zip: _____

I agree AND understand the terms and conditions set forth in the Subscriber Service Agreement with The Accu-Facts Company, CEO Corporate Security Group, Inc., T/A EmploymentScreening.com, and T/A CourtHouseRecordRetrieval.com. Please sign and date below:

Signature/Title _____ Date: _____

Print Name and Title



CREDIT CARD AUTHORIZATION FORM:

We require Client credit card information in the event 1) payment is not made within 30 days from the Invoice date, when needed by our accounting personnel, for all 2) New client relationships, AND when 3) the Client chooses to make payment for services, as desired each bill cycle, to our firm. Transaction confirmations will be forwarded by email message.

For each circumstance, as applicable, our firm will transact payments on the authorized credit card, for your firm.

An Administrative fee of 5% is added to your Invoice Amount for the administrative fee, for either of these events. Please note that the credit card processing is handled for our firm by and through our Accountant: "Souder, Scenna & Associates", which Entity Name would appear on your credit card statement, if your credit card is utilized for payment. Thank you.

CREDIT CARD INFORMATION (check or circle your choice card):

VISA _____ MASTERCARD _____ AMEX _____ DISCOVER _____ OTHER _____

Credit Card Number: _____

Expire Date: _____ / _____ / _____ CVV Code (on reverse of card): _____

Print Name on Card: _____

Credit Card Billing Address (Physical Street address MUST match the card data):

Address: _____

City: _____ State: _____ Zip: _____

Firm or Entity Name: _____

Name of Individual: _____

IRS - EIN Number for Business: _____

SSN Number / ID for Card Holder (where applicable): _____

**** Please fax the completed form to our office at 610-287-2657**

Attention: Ms. Stacey David, Office Coordinator **

