



## APSCREEN SUBSCRIBER AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_

Between \_\_\_\_\_,

Hereinafter referred to as "CLIENT" and APSCREEN, Inc., hereinafter referred to as "COMPANY"

Client's Type of Business: \_\_\_\_\_

### RECITALS

COMPANY, a California Corporation, engaged in the business of providing Consumer Reports; Investigative Consumer Reports, (as defined under Public Law 91-508, Title VI [Fair Credit Reporting Act]), as well as Public Record Research and other, miscellaneous informational reports compliant with the Gramm-Leach Bliley Act, (California) CCP 1786; and any and all other statutes governing the requesting of; access to, and dissemination of said informational reports attributable to any and all state or other jurisdictional statutory requirements is a Certified Consumer Reporting Agency and warrants that it is authorized to execute the PURVEYANCE of "CONSUMER REPORTS" and "INVESTIGATIVE CONSUMER REPORTS" as well as purvey any ancillary attributable Consumer and Business Information for legitimate business purposes, as defined in Public Law 91-508, Title VI, (Fair Credit Reporting Act) as well as any and all other attributable State, Federal and/or local statutes.

Information Services rendered by COMPANY are not intended as evaluative, unless so ordered and are submitted, without opinion to the CLIENT, for CLIENT's use in determining the qualifications of the Consumer being considered for employment or other association. Any opinions tendered by COMPANY to CLIENT are understood to be provided for use by CLIENT at its own risk, and no liability is assumed for any opinion tendered by COMPANY.

In the event CLIENT hires COMPANY to provide EMPLOYMENT SCREENING, COMPANY certifies that it will use all reasonable methods in gathering attributable information to the best of COMPANY's ability and experience, in order to assist CLIENT in making an effective hiring decision, and CLIENT shall sign and execute Exhibit B, attached.

In the event CLIENT hires COMPANY to act in the capacity of INFORMATION RETRIEVER, COMPANY shall exercise reasonable care in the acquisition of information and in the selection of the best qualified third party purveyor in order to satisfy the CLIENT's request, and CLIENT shall sign and execute Exhibit A, attached.

In the event CLIENT hires COMPANY to provide TENANT QUALIFICATION SERVICES, CLIENT and COMPANY agree to any and all requirements under all applicable laws, and CLIENT understands the COMPANY is conveying information from non-controlled sources, and cannot be responsible for any discrepancies which could result in an ineffective decision, and CLIENT will sign and execute Exhibit A, attached.

In the event CLIENT hires COMPANY to perform any other legitimate informational reporting services, services, CLIENT agrees to fully indemnify COMPANY against any and all damages arising from the purveyance of said services, and CLIENT shall sign and execute Exhibit A, attached.

CLIENT agrees to the terms and conditions herein, and to any and all conditions in any and all industry-specific amendments, attachments and/or exhibits attached hereto.

CLIENT certifies that it has received, reads and understands the Fair Credit Reporting Act, as provided with this agreement by COMPANY. Updated or full statutory review of the FCRA may be obtained by visiting [www.FTC.gov](http://www.FTC.gov) on the public Internet.

In any scenario, COMPANY assumes NO LIABILITY with respect to information procured by/from third parties, or provided by applicable jurisdictions, other than the exercising of REASONABLE CARE in the acquisition, compilation, and conveyance of said information to the CLIENT, by COMPANY, and in NO WAY WILL COMPANY BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE AMOUNT CHARGED FOR THE FURNISHING OF THE REPORT.

CLIENT certifies that it intends to use the information provided by COMPANY in accordance with its stated intent and for no other purpose, unless requested of COMPANY in writing. CLIENT also understands that no member of CLIENT's company may obtain information on themselves, as this is a violation of Federal Law, and violates COMPANY's Consumer Reporting Agency certification, and any attempt to do so will result in the immediate suspension of service to CLIENT.

From time to time, CLIENT may wish to engage COMPANY to assist in complying with applicable laws in a more timely or efficient manner. Therefore, CLIENT authorizes COMPANY act as its AGENT to perform said services, AT WILL, with no formal contractual notice.

COMPANY agrees to render services at the agreed to price, and reserves the right to change prices given ten days notice. COMPANY also advises that it has NO CONTROL over jurisdictional or third party pricing, and therefore may adjust prices for necessary disbursements without notice.

CLIENT agrees to tender payment for services rendered UPON PRESENTATION OF INVOICE, and that invoices not fully paid within a 30 day time period from the Invoice Date, shall be charged an amount equal to the prevailing legal rate of interest governing open book accounts under the Laws of the State of California, and CLIENT agrees that it will pay ANY AND ALL costs associated with the collection of any monies due on open book account, not paid in accordance with the above terms.

COMPANY reserves the right to suspend or terminate service without notice if CLIENT is determined to be in violation of any portion of this agreement.

CLIENT agrees to fully indemnify COMPANY against any and all direct, consequential, or inconsequential damages which may arise from this relationship in any manner whatsoever.

In the event any portion of this Agreement becomes void, all other portions shall remain in force, and the voided portion shall have no effect on the validity of the remainder of the Agreement.

This Agreement shall remain in force, in perpetuity, unless terminated in writing by either party, and shall be binding on, and shall be for the benefit of the parties hereto and their respective, successors and assigns.

APSCREEN, Inc., by: \_\_\_\_\_ Title: \_\_\_\_\_

Name/Title (Printed): \_\_\_\_\_

CLIENT ,by: \_\_\_\_\_ Title: \_\_\_\_\_

Name/Title (Printed): \_\_\_\_\_

Client Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_\_) \_\_\_\_\_

Date Signed by CLIENT: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Account Number Assigned: \_\_\_\_\_ By: \_\_\_\_\_