

SUBSCRIBER AGREEMENT

GENERAL INFORMATION

Company/Subscriber:				
Street Address:		City:	St:	Zip:
Ph:	Fax:	Email:		
Type of Business:		Website:		

CONTACT INFORMATION

First Name:	Last Name:	Position:
Ph:	Fax:	Email:

BILLING INFORMATION As Stated Above

Contact:	Ph:	Fax:	
Street Address:	City:	St:	Zip:

Certification of Uses for Information Products:

✓ Please check all acceptable uses that are applicable:

- Legitimate business need in conjunction with a transaction initiated by the consumer.
- Employment Purposes/Verification-Fair Credit Report Act Regulated Account
- Extending credit whereby the transaction has been initiated by the consumer.
- A record for use by a person, state, or state agency, and I have on record the written consent of the person about whom the personal information is being procured.

CLIENT TERMS

1. This agreement of service made between **Employment Screening Professionals**, hereinafter referred to as the **AGENT**, agrees to provide to the **CLIENT**, services for searching and or verifying information pertaining to pre/post employment screening solutions of certain individuals will include but is not limited to: criminal record searches, consumer credit histories (FCRA complaint) verification of licensing or professional credentials; scholastic achievement verification; motor vehicle records; verification of name; DOB, Social Security number; address; or other pertinent information or reasons, as part of a comprehensive screening process necessary as the protection of the individual being screened and for the **CLIENT'S** interest and assets, as well as its agents.

2. In consideration of the above described services, and any and all other services provided by the **AGENT** to the **CLIENT**, the **CLIENT** agrees to pay all monies due the **AGENT** for such services, the balance payable in full within fifteen (15) days of the invoice date, or within the guidelines of any special provisions, or attachments, or changes that the **AGENT** deems necessary as a result of past due bills, of which the balance in full may be requested on demand. Any payment received beyond the thirty (30) day period shall be considered late, and a late charge of FIVE percent (5%) may be added to the total billing fee.

3. Any payment owed the **AGENT** by the **CLIENT** that is not received beyond sixty (60) days from billing date, shall automatically be considered as a default of this contract, and payment in full for the entire balance shall be immediately payable on demand. If **CLIENT** does not respond within one week of postmarked certified letter to "demand of full payment" the **AGENT** shall thus proceed with legal action. **CLIENT** understands and agrees that, if litigation is required to resolve matters of breach as herein described, **CLIENT** will be solely responsible for any and all fines, attorneys fees, court costs, plus any and all compensatory damages that may be awarded to **AGENT** as a result of such legal action.

4. Any and all misuse of information by **CLIENT**, provided or verified by the **AGENT**, shall constitute a breach of contract. Furthermore, any and all illegal use of information described within the legal guidelines of the state or federal government, shall be reported to the appropriate authorities by the **AGENT**, and any and all fines, charges, attorneys fees and court cost incurred as a result of such misuse shall be the sole responsibility of the **CLIENT**. **AGENT** shall be held free and harmless of any misuse of information by the **CLIENT** after services have been rendered, and information has been released or transferred.

5. Due to the dynamics involved with the constantly changing parameters and unforeseen matters concerning timely and accurate information gathering and verification, and considering no one information processing center or service can control such dynamics, **CLIENT** understands and agrees that the **AGENT** cannot be held responsible, or liable for information which it processes or provides to the **CLIENT** which may be corrupt or inaccurate as a result of the aforementioned dynamics. And, while the majority of the information and services provided will be accurate, complete and expeditious in delivery, it is not possible to consistently guarantee accurate and timely information. **CLIENT** also acknowledges that any and all sources, and agents used by the **AGENT**, for the purpose of providing, gathering and processing information to the **AGENT** for the **CLIENT**, are also subject to the same dynamics which corrupt or modify information, and **CLIENT** agrees to hold harmless all such sources and agents utilized by the **AGENT**, during the normal process or operation of providing services to the **CLIENT**.

SIGNATURE:	DATE:
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