

24/7 BACKGROUND CHECK LLC, SERVICE AGREEMENT

This Subscriber Agreement (the "Agreement"), is entered into by and between Criminal 411, 24/7 Background Check LLC, and any related entity ("Criminal 411") mailing address at PO Box 741733 Dallas, Texas 75374-1733 and (x) _____ ("Subscriber") as further identified hereinafter, effective as of the Effective Date, _____.

RECITALS:

Whereas Criminal 411 provides public and non-public Consumer information for employment and/or tenant screening purposes, as defined under the Fair Credit Reporting Act, 15 U.S.C. § 1681, et. seq. ("FCRA"), and

Whereas, Subscriber desires to utilize the information and/or services made available by Criminal 411 pursuant to the terms and conditions of this agreement which follow,

Whereas, in consideration for access to the Services (as defined below), Subscriber agrees to the following terms and conditions.

TERMS AND CONDITIONS:

Now, therefore, the parties hereto agree according to the terms and conditions of this Agreement, which follow:

1. Services. Criminal 411 agrees to use its best efforts to deliver the services utilized or requested by Subscriber in an expeditious and efficient manner. Such services ("Services") are described in Exhibit A, which is attached hereto and incorporated herein. Services will be provided pursuant to computerized access to Criminal 411's database information, which will be made available by Criminal 411 to Subscriber by means of on-line computerized access or by such other means as established by the parties in writing and signed by Criminal 411's Director of Operations.

2. Payment. Subscriber agrees to pay for the Services hereunder at the prices set forth in Exhibit A. In this regard, the prices for Services shall remain in effect for a minimum of twelve (12) months and may be adjusted thereafter by Criminal 411 upon sixty (60) days advance written notice to Subscriber. Criminal 411 shall invoice Subscriber on a monthly basis for the Services and Subscriber agrees to pay such invoices within thirty (30) days of invoice date. If Subscriber's account becomes over thirty (30) days in arrears, Criminal 411 may suspend Subscriber's access to the Services until all payments in arrears are made.

3. Subscriber Use Limitations. Subscriber agrees and acknowledges that Criminal 411 retains all rights, title and interest in and to the information used to provide the Services hereunder. Subscriber agrees to use said information in a manner that is consistent with Criminal 411's ownership rights therein. Subscriber agrees that its use of said information shall be limited solely to Subscriber's own internal use and the use of Subscriber's direct customers.

Furthermore, Subscriber agrees that it will utilize information obtained from Criminal 411 for employment and/or tenant screening purposes only, as defined under the FCRA. This scope of use is binding on Subscriber regardless of whether other uses are permitted by law. Subscriber further agrees to have those individuals with access to the database and/or Services each execute the attached acknowledgement of use form and return to Criminal 411. In the event Subscriber utilizes the Services in any other manner, Subscriber agrees that Criminal 411 may cancel its Services. Additionally, Subscriber agrees to reimburse Criminal 411 for any costs or damages associated with use of the Services for purposes not authorized by this Agreement.

4. Limited Warranty; Limitation of Liability. SUBSCRIBER AGREES AND ACKNOWLEDGES THAT THERE IS NO WARRANTY WITH REGARD TO ANY INFORMATION OBTAINED BY Criminal 411 FROM THE ORIGINAL INFORMATION SOURCES AND THAT Criminal 411's ONLY OBLIGATION RELATED TO THE SERVICES IS THAT ANY INFORMATION OBTAINED FROM SUCH ORIGINAL SOURCES WILL BE ACCURATELY REPORTED TO SUBSCRIBER. IT IS AGREED AND UNDERSTOOD BY THE PARTIES THAT Criminal 411 SHALL NOT BE LIABLE TO SUBSCRIBER WITH RESPECT TO THE SERVICES AND/OR INFORMATION PROVIDED TO SUBSCRIBER PURSUANT TO SUCH SERVICE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY INCLUDING CLAIMS BROUGHT PURSUANT TO THE FCRA. ADDITIONALLY, CRIMINAL 411'S INDIVIDUAL OFFICERS, EMPLOYEES, AGENTS, AND/OR CONTRACTORS SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR ANY ACTION REGARDING THE SERVICES PROVIDED BY CRIMINAL 411. IN ANY EVENT, IT IS AGREED THAT SUBSCRIBER'S REMEDY WITH REGARD TO ANY CLAIM BASED UPON THIS AGREEMENT OR RELATED TO THE PROVISION OF SERVICES TO SUBSCRIBER SHALL BE LIMITED TO THE AMOUNT PAID TO Criminal 411 FOR SUCH SERVICES BY SUBSCRIBER. EXCEPT AS SET FORTH HEREIN, NO OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE MADE BY Criminal 411. SUBSCRIBER FURTHER AGREES THAT IT WILL

24/7 BACKGROUND CHECK LLC, SERVICE AGREEMENT

PROMPTLY NOTIFY CRIMINAL 411 OF ANY CONSUMER DISPUTE THAT ARISES IN CONNECTION WITH THE USE OF THE SERVICES IN A MANNER CONSISTENT WITH THE AGREEMENT.

5. Term. This Agreement shall have a term of **one (1) year** and shall remain in effect thereafter until terminated by either party upon sixty (60) days written notice. Notwithstanding the foregoing, in the event of a breach of this Agreement by either party, the non-breaching party shall have the right to terminate this Agreement upon thirty (30) days written notice to the other specifying the nature of the breach and providing the other an opportunity to cure such breach within such thirty (30) day period whereupon the original term of this Agreement shall remain ineffect.

6. Authorization of Criminal411; Compliance with Applicable Laws. Subscriber authorizes Criminal411 to act as its agent for retrieval of information being procured on Subscriber's behalf pursuant to the provision of Services hereunder. The parties hereby agree that use of all Services provided hereunder shall comply with the FCRA, the Gramm-Leach Biley Act, 15 U.S.C., § 6801 et seq., and any federal state and local laws, statutes, or common law requirements. Subscriber certifies that (i) the disclosures required under the terms of the FCRA and any other federal, state, or local law will be made (ii) Subscriber's use of the information provided through the Services will be in accordance with permissible purposes covered by the Agreement, the FCRA, and any other federal, state, or local law, and for no other purposes; (iii) Subscriber will comply with all record-keeping obligations as required by the FCRA and any other federal, state, or local law; and (iv) Subscriber will not engage in a violation of federal, state, and local equal employment laws.

Subscriber agrees that Criminal 411 will not be independently liable for any adverse action taken by the Subscriber in connection with Subscriber's use of its services.

In connection with Subscriber's obligations pursuant to this Agreement, Subscriber acknowledges that it also has received the following:

(i) Prescribed Summary of Consumer Rights (Appendix F to Part 698 of Title 16 Code of Federal Regulations), (ii) Prescribed Notice of User Responsibility (Appendix H to Part 698 of Title 16 Code of Federal Regulations), (iii) Prescribed Summary of Identity Theft Rights (Appendix E to Part 698 of Title 16 Code of Federal Regulations). The full text of above described Appendices to the FCRA can be obtained from the Federal Trade Commission Website at <http://www.ftc.gov>, as such web site may be changed from time to time; (iv) Joint publication of the Equal Employment Opportunity Commission and Federal Trade Commission regarding "Background Checks, What Employers Need to Know." (v) Sample of Disclosure Regarding Consumer and/or Investigative Report (vi) Sample Authorization to conduct Background Check (vii) Sample of Pre-adverse and Adverse Notice.

Subscriber further agrees that it will obtain all necessary consent authorizations. It also will satisfy all obligations under the FCRA (including, without limitation, those set forth in paragraph 7 below) and any other federal, state, and local law. As an end-user of the information provided by Criminal 411, Subscriber acknowledges that it is aware of all duties imposed by the FCRA and any other federal, state, and local law.

7. Additional Obligations. Whenever Subscriber takes an adverse action against a Consumer that is based in whole or in part on information obtained from Criminal 411, consistent with Subscriber's responsibilities under the FCRA and/or other law, Subscriber shall engage in the following (in addition to its other obligations as set forth in the Agreement): provide the Consumer with (i) an adverse action letter written in compliance with applicable law, (ii) a notice that the Consumer is to direct Consumer inquiries to the Consumer Reporting Agency that provided the Report, (iii) the name, address, and telephone number of entity that furnished the Report to Subscriber (iv) a statement that t h e e n t i t y did not make the decision to take adverse action and is unable to provide the Consumer with the specific reasons why adverse action is taken, and (v) a summary of the Consumer's rights in accordance with applicable law, including a notice of the Consumer's right to obtain a free copy of the Consumer Report from the Consumer Reporting Agency that provided the Subscriber with a Report that contains information upon which adverse action is taken. The prohibitions and restrictions set forth in this Agreement shall not prohibit Subscriber from providing to a Consumer who is the subject of an adverse action by Subscriber with a copy of such Report. Subscriber shall refer all Consumers who have questions or disputes or seek disclosure of information in Criminal 411's possession to Criminal 411. In no event will Subscriber attempt to or hold themselves out to the Consumer or the public, as being able to handle disputes on behalf of Criminal 411 or to reinvestigate information in Criminal 411's files. In no event will Subscriber attempt to have information provided changed or altered in any way, other than forwarding the Consumer to Criminal 411.

All Consumer authorizations and notifications required by this Agreement and/or by applicable law, along with all adverse action letters provided to Consumers and Consumer applications, including copies of government-issued identification needed to verify the identity of the applicant, shall be retained by the Subscriber for a reasonable period of time, but not less than five (5) years, and evidence of such documents shall be made available for inspection by Criminal 411 upon audit.

Subscriber, nor their contractors or employees will request information relating to themselves, their families or friends, or request Services be performed on other persons other than as permitted by this Agreement.

In the event of a security breach, Subscriber shall immediately notify Criminal 411's Director of Operations, via the address set forth in this Agreement, in writing and comply with all compliance requirements of any applicable law. Furthermore, in the event of a security breach of Subscriber's system and/or due to the fault or negligence of the Subscribers' employees, agents and/or representatives, Subscriber shall directly notify the affected consumers and the appropriate authorities.

The Subscriber will not, either directly or indirectly, themselves or through any agent or third party, except as authorized by Criminal 411 in writing or in a manner consistent with the provisions of this Agreement, either totally or partially: (i) compile or store the Services; (ii) copy or otherwise reproduce the information, Reports and/or documents obtained through the Services; (iii) merge the Services with any information from any person or entity that is not a Consumer Reporting Agency; and/or (iv) merge the Services with any information from another Consumer Reporting Agency.

If the Subscriber (i) is not the employer utilizing a Report for employment and/or tenant screening, (ii) is screening employees or employment and/or tenant applicants on behalf of another entity or person, or (iii) is an employer managed or to be managed by a third party, Subscriber will cause such third party to agree in writing to abide by and be bound by the terms of this Agreement, as applicable, it will not provide the Services to such third party until bound in writing as set forth herein. Furthermore, in such case, the Subscriber shall be entering into the agreement on its own behalf and on behalf of such third party.

Subscriber will give Criminal 411 timely written notice, time being of the essence, in the event of any change in ownership or control of Subscriber, and it will remain fully liable for the use of the Services until proper notification (at least 30 days advance written notice) is provided to Criminal 411.

Subscriber agrees that Criminal 411 may independently audit its compliance practices upon two weeks' notice at its place of business during ordinary working hours.

8. Waiver. No covenant or condition of this Agreement can be waived except by the written consent of Criminal 411. Forbearance or indulgence by Criminal 411 in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed and, either party shall be entitled to invoke any remedy available to it under this Agreement or by law or in equity despite said forbearance or indulgence.

9. Entire Agreement; Amendments; Governing law; Venue. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and it supersedes all prior and/or contemporaneous understandings between the parties with respect to said subject matter. This Agreement may be amended only by written instrument duly executed by all parties or their respective heirs, successors, assigns, or legal representatives. The parties agree that the terms of this Agreement will be governed by the laws of Texas. In the unlikely event that a dispute under this Agreement arises, the parties agree that any action shall be filed in Dallas County, Texas State Court. In the event the action is filed in federal court, the parties agree that any action must proceed in the United States District Court for the Northern District of Texas, Dallas Division. The parties hereby agree to waive a trial by jury with regard to any cause of action filed hereunder and to submit all disputes directly to the court having jurisdiction over such cause of action.

24/7 BACKGROUND CHECK LLC, SERVICE AGREEMENT

10. Notices. All notices, offers, requests, demands and other communications pursuant to this Agreement shall be given in writing with delivery by prepaid certified mail, return receipt requested, properly addressed or by prepaid delivery to a recognized overnight courier service, and shall be deemed to be duly given and received on the second day after deposit in the United States Mail as set forth above, or on the day after proper delivery to an overnight delivery service. Notices shall be sent to the parties at the addresses contained in this Agreement to the following representative of each party:

If to 24/7 Background:
Attn: Director Of Operations:

If to Subscriber:
Attn: _____

Or to such other address as any party furnishes to the others in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt.

11. Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretations of this Agreement.

12. Assignability. No party to this Agreement shall assign, transfer or otherwise dispose of any of its rights, duties, or obligations hereunder without the prior written consent of the other party hereto, and any attempted assignment without such prior written consent shall be void; provided, however, that either party may assign its rights and duties under this Agreement to a purchaser of all or substantially all of its business or operations.

13. Severability. In the event that any provision of this Agreement, or the application hereof to any person or circumstance, is held by a court competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement in that jurisdiction or the application of that provision of this circumstance or in any other jurisdiction, and this Agreement shall then be construed in that jurisdiction as if such invalid, illegal or unenforceable provision had not been continued in this Agreement, but only to the extent of such invalidity, illegality or unenforceability. In the further event of such determination, the parties shall promptly execute and deliver such amendatory provisions to this Agreement as are necessary to accomplish lawfully, and as nearly as possible, the goals and purposes of the provision(s) held to be invalid, illegal or unenforceable.

14. Confidentiality. The terms of this Agreement shall be confidential. Subscriber may not disclose the terms of this Agreement absent a subpoena or court order.

In Witness Whereof the parties hereto have caused the Agreement to be executed by their duly authorized representatives effective as of the ____ day of _____, 2017.

24/7 Background Check LLC,

Subscriber: _____

DBA Criminal 411

Signature:

Signature:

Print Name:

Print Name:

Title:

Title:

PO Box 741733
Dallas, Texas 75374
Tel: (214) 206-3565
Toll Free: (877) 556-5135
Fax: (972) 284-0630
Email: info@criminal411.com

Address:

City/State/Zip Code:

Telephone:

Subscriber Initials _____ 24/7 Background Check LLC Initials