



PO Box 1913  
Redmond, Oregon  
97756

## **P.I.V., LLC'S TERMS OF SERVICE AGREEMENT**

The following are the terms that govern the agreement between Public Information Verification ("P.I.V., LLC"), and the entity, ("Customer"). The entire agreement consists of P.I.V., LLC's Terms of Service Agreement, (collectively referred to as the "Agreement"). By signing the Agreement, the parties agree as follows:

1. **SERVICES:** P.I.V., LLC provides access to public record information, publicly available information, non-public information, document retrieval, consumer credit, business credit and other related services (collectively, the "Services") obtained from third parties ("Suppliers") or using its own proprietary databases. Customer hereby subscribes to the Services for use in making business decisions and agrees to pay P.I.V., LLC the applicable rates and charges for all Services provided or ordered from P.I.V., LLC

2. **CHARGES TO CUSTOMERS:** For each response to a request for information, including "no record found," Customer agrees to pay P.I.V., LLC the applicable charge then prevailing for Services rendered to Customer. Customer shall pay P.I.V., LLC prices as updated from time to time through its electronic announcements and notifications, first class mail, customer bulletins, and published price schedules. All current and future pricing documents and descriptions are by this reference, incorporated herein. P.I.V., LLC reserves the right to charge interest and/or late fees to Customer for unpaid balances due beginning thirty days from the due date of any invoice for Services at the maximum rates permitted by law.

3. **CUSTOMER USE LIMITATIONS:** All information shall be maintained by Customer as prescribed by law and disclosed only to employees whose duties reasonably relate to the legitimate business

purposes for which the information is requested and customer will not sell or otherwise distribute to any third party, unless Customer is the agent of such third party, except as otherwise required by law. Further, Customer shall comply with all federal, state and local statutes, regulations and rules, applicable to any consumer information obtained or purchased by Customer under this Agreement, including, but without limitation, the federal Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("FCRA"), the Drivers Privacy Protection Act ("DPPA"); and/or regulations of the Equal Employment Opportunity Commission ("EEOC") and the Americans with Disabilities Act ("ADA"). Customer shall use credit information obtained or sold to Customer under this Agreement solely for Customer's use in connection with credit, or insurance underwriting transactions between a third party and a consumer to whom the credit information relates and for other permissible purposes as defined under FCRA. Customer agrees to safeguard access to P.I.V., LLC and will indemnify and hold harmless against any and all claims arising from Customer's misuse arising from Customer permitting access to outside parties.

#### **4. CUSTOMER AGREES THAT:**

- (a) Suppliers' data will be treated with complete confidentiality;
- (b) Suppliers' data is granted solely to Customer and is granted as a non-exclusive limited license solely for the purpose of background or consumer reports for volunteer, employment or tenant screening;
- (c) Suppliers' data will be used one time only, to support a single decision making process. Suppliers' data may be routed or filed, via paper or electronically so that Customer, members of its organization, its customers or its suppliers may carry out their role in implementing the decision making process for which Suppliers' data was obtained to support.
- (d) Suppliers' data shall not be merged or revised with any non-supplier data in a matter that allows the

source of the data, as indicated in the data deliverable, to be obscured.

(e) Suppliers' data shall not be released, copied, extracted or otherwise usurped for use by any other party, entity, organization or governmental agency for any use outside of supporting the decision making process for which Suppliers' data was acquired.

(f) Customer will comply with all applicable laws regarding the use of Suppliers' data and shall not use such data in any way which violates the rights of any person, including, but not limited to, a person's privacy rights.

(g) Upon a breach of any of the foregoing covenants by Customer, such license to use and possess such data shall automatically and immediately terminate and access to the P.I.V., LLC Services will be suspended and/or discontinued.

**5. RENDERING OF ADVICE OR MERCHANTABILITY :** P.I.V., LLC or any supplier personnel rendering advice to customer regarding the development (including, without limitation, wording, spacing, form and completeness) of any search requests or rendering statements to the customer about the accuracy or completeness of the services, are not authorized to make any representations or warranties to customer regarding the accuracy or adequacy of such requests.

(a) Customer acknowledges that neither P.I.V., LLC nor any supplier warrants or guarantees the timeliness, currentness, accuracy, completeness, merchantability or fitness for a particular purpose of the information or services provided, and P.I.V., LLC and any supplier specifically disclaim all such warranties.

**6. ASSUMPTION OF RISK:** Customer acknowledges that every business decision involves the assumption of a risk and that neither P.I.V., LLC nor any supplier, in furnishing the information to the customer, does or will underwrite that risk in any manner whatsoever. The Customer understands that P.I.V., LLC shall not be liable for any direct, indirect, incidental, or consequential damages caused by mistakes, omissions, deletions, errors, or defects in information provided by other sources. Customer hereby agrees to indemnify and hold P.I.V., LLC harmless from any claims arising from the negligence or intentional misconduct of Customer in connection with its [out of the] pre-employment screening process. P.I.V., LLC agrees to indemnify and hold Customer harmless from any claims arising from the negligence or

intentional misconduct of P.I.V., LLC in the performance of this agreement.

**7. AVAILABILITY OF ADDITIONAL PRODUCTS:** P.I.V., LLC will from time to time make available to Customer other products and services made generally available by P.I.V., LLC to users of the Services, on such terms and conditions as P.I.V., LLC deems appropriate. Customer acknowledges that Customer may be required, as a condition precedent to the use of additional products, to enter into additional agreements with P.I.V., LLC or third parties with respect to those products.

**8. CUSTOMER REMEDIES AND P.I.V., LLC 'S LIABILITIES:** P.I.V., LLC shall exercise reasonable efforts to furnish to the Customer accurate information. Both P.I.V., LLC and Customer hereby agree that the limitation of P.I.V., LLC 's total liability to Customer under this Agreement shall be the return of the fees paid by Customer to P.I.V., LLC for the data accessed to the extent said data and information furnished by P.I.V., LLC is found to be the primary basis upon which the Customer incurred any injury or damage. Neither P.I.V., LLC nor any Supplier shall be liable to Customer for any other damages whatsoever, including punitive damages, exemplary damages, consequential damages, or any other costs and expenses except as expressly agreed to herein. Customer acknowledges that all data and information provided and/or sold to Customer under this Agreement is purchased "AS IS".

**9. DISCONTINUATION OF PRODUCTS:** P.I.V., LLC and CUSTOMER have the right to discontinue any product or Service offered at the effective date of this Agreement or at any time in the future at their sole discretion and determination.

**10. INDEMNIFICATION:** Customer will indemnify and hold harmless P.I.V., LLC , its Suppliers, and collectively, their officers, directors, employees and agents that have contributed information or access to any of the Services, against any and all direct or indirect losses, claims, demands, expenses (including attorneys' fees) or liabilities of whatever nature or kind arising out of Customer's access to the Services, its use or distribution of any information or the additional products, except for claims expressly covered by the reimbursement provisions provided in Section 8 hereof.

11. **DISCLAIMER OF WARRANTIES:** Neither P.I.V., LLC nor any supplier make any representations or warranties regarding the performance of the services or the accuracy of any indexing, data entry or any information included in the services.

12. **GENERAL CONDITIONS:**

(a) This Agreement shall be governed and construed according to the laws of the State of Oregon without reference to its choice of law rules and may not be assigned by Customer in whole or in part without the prior written consent of P.I.V., LLC .

(b) Customers will be notified of any changes to the price or content of services via the email address provided by the customer, customer bulletins, first class mail, fax broadcast or other such means as P.I.V., LLC determines, in its sole discretion, to be appropriate.

(c) Failure by either party to insist, in any one or more cases, upon the strict performance of any of the terms and conditions of this Agreement shall not be considered a waiver or relinquishment of the right to insist upon strict performance of any such term or condition or any other term or condition in the future.

(d) Violations by Customer of state or federal laws, or P.I.V., LLC 's or its Suppliers' established policies or procedures, may result in immediate termination of access to the Services in P.I.V., LLC 's sole discretion.

10. **HEADINGS:** Paragraph headings are for convenience only and shall in no way modify or affect the intent of any provision or be given any legal affect. This Agreement shall be effective upon the date of execution by both parties.

11. **SEVERABILITY:** In case any one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect for any reason, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof. It is the intention of the parties that if any provision is held to be invalid, illegal, or unenforceable, there shall be added in lieu thereof a

valid and enforceable provision as similar in terms to such provision as is possible.

12. **EXPENSES:** Each party shall be obligated to pay its own legal, accounting, investment banking and other fees and expenses incurred with respect to this Agreement and the transactions contemplated herein.

13. **BINDING EFFECT:** This Agreement shall be binding upon the heirs and successors of the respective parties hereto.

14. **PARTIES IN INTEREST:** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective heirs, successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third party any right of subrogation over or action against any party to this Agreement.

15. **COUNTERPARTS AND/OR FACSIMILE SIGNATURES:** This Agreement may be executed in two or more counterparts including counterparts transmitted by telecopier or facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. When counterparts of facsimile copies have been executed by the parties, they shall have the same effect as if the signatures to each counterpart or copy were upon the same document and copies of such documents shall be deemed valid as originals.

16. **ENTIRE AGREEMENT:** The terms and conditions set forth in this Agreement constitute the entire agreement of the parties on the subject matter hereof, and any additional or different terms or conditions set forth in any other document, including without limitation any Customer purchase order, shall be of no effect, except as provided for herein.

THIS AGREEMENT is dated the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_

Public Information Verification dba P.I.V., LLC

Customer's Company Name

By:\_\_\_\_\_

By:\_\_\_\_\_

Title and Name: \_\_\_\_\_

Title and Name: \_\_\_\_\_

