



PUBLIC RECORD PRODUCTS APPLICATION & AGREEMENT

To activate your account, please copy and send the following documents along with your completed and initialed application:

- Valid Government Issued Photo ID (e.g. driver’s license)
- Valid Professional or Occupational License (if required by state)

Based on your state’s licensing requirements, you may also be contacted by an IRBsearch Customer Service Representative to send a copy of at least one of the following documents to activate your account:

- Liability Insurance/Bond
- Voided Business Check
- Incorporation Filing
- Business License
- Fictitious Name or DBA Filing
- Phone Bill of Number Used on Application

Please remember to initial ALL pages of the Application, sign where indicated, and fax the Application and supporting documentation to **(850) 656-1738**. If you have any questions, please contact us at **(800) 447-2112**.

IRBsearch, LLC., (hereinafter referenced either individually or collectively as "IRBsearch"). IRBsearch provides public record products among other products and services (the "IRBsearch Services"), some of which you may contract for and receive pursuant to this Application and Agreement ("Agreement"). The terms and conditions governing this Agreement are attached hereto. The information submitted on this Agreement will be used to determine eligibility for accessing public record products provided by IRBsearch. IRBsearch reserves the right to reject this Agreement without reason or for any reason whatsoever, without recourse against IRBsearch, or any of their employees, officers, directors, agents, affiliates, or other designees. Additionally, Customer (as defined below) hereby authorizes IRBsearch to independently verify the information provided herein.

COMPANY INFORMATION

[Empty text box for Full Legal Company Name]

Full Legal Company Name

[Empty text box for Physical Address]

Physical Address

[Empty text box for City]

City

[Empty text box for State]

State

[Empty text box for Zip]

Zip

[Empty text box for Website Address]

Website Address

OWNER/PRINCIPAL INFORMATION

[Empty text box for Last Name]

Last Name

[Empty text box for First Name]

First Name

[Empty text box for Title]

Title

[Empty text box for Telephone Number]

Telephone Number

[Empty text box for Ext.]

Ext.

[Empty text box for Fax Number]

Fax Number

[Empty text box for Email Address]

Email Address

HOW DID YOU HEAR ABOUT US?

- Accurint or Lexis Nexis (circle one)
- Conference: _____
- Training/Seminar: _____
- Direct Mail - Promotional Code(Required): _____
- Email/phone call from IRBsearch Representative: _____
- General Word of Mouth/Referral: _____
- I am a current/previous IRBsearch account holder
- Association: _____
- Magazine/Book: _____
- Website: _____

BUSINESS INFORMATION

SECTION A: TYPE OF BUSINESS

Sole Proprietor Partnership/LLC Corporation State of _____

Dun & Bradstreet #	Federal Tax ID #	How long have you been in business?	
Business License #	Town/City Issued	County/State Issued	Expiration Date
Professional License #	Type of License	State Issued	Expiration Date

COMPANY PRINCIPAL(S)

Principal(s) of Company (required for companies incorporated less than five years and also required for all sole proprietors and partnerships).

Last Name _____	First Name _____	Title _____	SSN _____
Last Name _____	First Name _____	Title _____	SSN _____
Last Name _____	First Name _____	Title _____	SSN _____

SECTION B: INDUSTRY CLASS: (Check the item that best describes the type of business in which you are engaged—**select one.**)

Private Investigation Bail Bondsman Repossession Agency Judgment Recovery Process Server

PERMISSIBLE USE CERTIFICATION

SECTION C: GLBA PERMISSIBLE USES (INITIAL ALL THAT APPLY – AT LEAST ONE MUST BE INITIALED TO BE PERMITTED ACCESS TO GLBA DATA)

Some IRBsearch Services use and/or display nonpublic personal information, the use of which is governed by the privacy provisions of the Gramm-Leach Bliley Act (15 U.S.C. § 6801 et seq.) and its implementing regulations (collectively, "GLBA"). Customer certifies it has a permissible use under the GLBA to use and/or obtain such information and Customer further certifies it will only use such information obtained from IRBsearch Services for one or more of the purposes selected below:

- 1. Transactions authorized by Consumer:** As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
- 2. Transactions authorized by Consumer (Application Verification Only):** As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications for employment, housing, or insurance.
- 3. Law Enforcement Purposes:** To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies including a Federal functional regulator, the Secretary of the Treasury, a State insurance authority, or the Federal Trade Commission, self-regulatory organizations, or for an investigation on a matter related to public safety.
- 4. Use by Persons Holding a Legal or Beneficial Interest Relating to the Consumer:** Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
- 5. Use by Persons Acting in a Fiduciary Capacity on Behalf of the Consumer:** Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
- 6. Fraud Prevention or Detection:** To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.
- 7. Required Institutional Risk Control:** In required institutional risk control programs; In resolving customer disputes or inquiries.
- 8. Legal Compliance:** In complying with federal, state, or local laws, rules, and other applicable legal requirements.

SECTION D: NON-GLBA PERMISSIBLE USES (MAY NOT USE GLBA DATA WHEN USING IRBsearch, LLC SERVICES)

NOTE: If you fall under this Section, you must choose "I have no permissible purpose" on the online "Permitted Use Certification."

Other (Specify) _____

SECTION E: DPPA PERMISSIBLE USES (INITIAL ALL THAT APPLY)—AT LEAST ONE MUST BE INITIALED TO BE PERMITTED ACCESS TO DPPA DATA)

Some IRBsearch Services use and/or display personal information, the use of which is governed by the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and related state laws (collectively, "DPPA"). Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will only use such information obtained from IRBsearch Services for one or more of the purposes selected below:

- 1. Court, Law Enforcement, or Government Agencies:** Use by a court, law enforcement agency or other government agency or other government agency or entity acting directly on behalf of a government agency.
- 2. Motor Vehicle Safety or Theft:** Use for any matter regarding motor vehicle or driver safety or theft (except by motor vehicle manufacturers).
- 3. Use in Normal Course of Business:** For use in the normal course of business but only to verify the accuracy of personal information submitted by the individual to the business; and if the submitted information is incorrect, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.

- 4. Civil, Criminal, Administrative, or Arbitral Proceedings:** Use in connection with a civil, criminal, or arbitral proceeding, including the service of process, investigation in anticipation of litigation, the execution or enforcement of judgments, or in compliance with the orders of any court
- 5. Commercial Driver's License:** Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49 of the United States Code.
- 6. Insurance:** Use by an insurer or insurance support organization, in connection with claims investigation activities or antifraud activities.
- 7. Licensed Private Investigative or Security Services:** Use by a licensed private investigative agency, or licensed security service, for a purpose permitted above.

With regard to the information that is subject to the DPPA, some state law permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will only use the information described in Sections C and E in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

TERMS AND CONDITIONS

1. RESTRICTED LICENSE. IRBsearch hereby grants to Customer a license to use IRBsearch Services, subject to the restrictions and limitations set forth below:

(i) **Generally.** IRBsearch hereby grants to Customer a restricted license to use IRBsearch Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of IRBsearch Services shall be for only legitimate purposes, including those specified by Customer in Sections C, and E of this Agreement or subsequently specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Agreement. Customer shall not use IRBsearch Services for marketing purposes, nor shall Customer use any information contained in IRBsearch Services for a purpose not specified by Customer or otherwise authorized in this Agreement, or disclose any such information, or resell or broker IRBsearch Services to any third party. Customer agrees that if IRBsearch determines or reasonably suspects that Customer is engaging in marketing activities, reselling or brokering IRBsearch Services' information, programs, computer applications, or data, or is otherwise violating any provision of this Agreement, or any of the laws, regulations, or rules described herein, IRBsearch may take immediate action, including terminating the delivery of, and the license to use IRBsearch Services. Customer shall not access IRBsearch Services from Internet Protocol addresses located outside of the United States and its territories without IRBsearch's prior written approval. Customer may not use data to create a competing product. Customer shall comply with all laws, regulations, and rules which may in IRBsearch's opinion, govern the use of IRBsearch Services and information provided herein.

(ii) **GLBA Data.** Some of the information contained in IRBsearch Services is "nonpublic personal information," as defined in the GLBA, and is regulated by the GLBA ("GLBA Data"). Customer shall not obtain and/or use GLBA Data through IRBsearch Services, in any manner that would violate the GLBA, or any similar state or local laws, regulations, and rules. Customer agrees to use such GLBA Data solely in accordance with the permissible use(s) Customer certifies in Section C of this agreement or in online certifications. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data at the time it requests information in connection with certain IRBsearch Services. In addition, Customer agrees it will recertify, in writing, its permissible uses of GLBA Data upon request by IRBsearch. Customer certifies with respect to GLBA Data received through IRBsearch Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(iii) **DPPA Data.** Some of the information contained in IRBsearch Services is "personal information," as defined in the DPPA, and is regulated by the DPPA ("DPPA Data"). Customer shall not obtain and/or use DPPA Data through IRBsearch Services in any manner that would violate the DPPA. Customer agrees to use such information solely in accordance with the permissible use(s) Customer identified in Section E of this Agreement. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain IRBsearch Services. In addition, Customer agrees it will recertify, in writing, to IRBsearch its permissible uses of DPPA Data upon the request of IRBsearch.

(iv) **Copyrighted Materials.** Customer shall not remove or obscure the copyright notice or other notices contained on materials accessed through IRBsearch Services.

(v) **Fair Credit Reporting Act.** For the purposes of this Agreement, IRBsearch is not a "consumer reporting agency," as that term is defined in the Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), and such entity does not issue "consumer reports," as that term is defined in the FCRA. Accordingly, (A) Customer certifies that it will not use any of the information it receives through IRBsearch Services for any of the following purposes: (1) in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes or in connection with the review or collection of an existing credit account of a consumer; (2) for employment purposes; (3) in connection with a determination of a consumer's eligibility for a license or other benefit granted by a government agency; (4) as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with, an existing credit obligation; or (5) for any other purpose deemed to be a permissible purpose under the FCRA; (B) Customer may use, except as otherwise prohibited by this Agreement, information received through IRBsearch Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; or (5) to decide whether to buy or sell consumer indebtedness in a commercial transaction; (C) Specifically, if Customer is using IRBsearch Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third party, Customer shall not use IRBsearch Services (1) to revoke consumer credit; (2) to accelerate consumer payment terms or otherwise change such terms in a manner adverse to a consumer; (3) including in prioritization and segmentation activities, use IRBsearch information for the purpose of determining a consumer's collectability; and (D) Customer shall not take any "adverse action," as that term is defined in the FCRA, or otherwise act in a manner that is contrary to a consumer's interest unless the basis for doing so is information Customer obtains from a source other than IRBsearch Services.

2. SECURITY. Customer acknowledges that the information available through IRBsearch Services includes personally identifiable information, including without limitation, the information described in the Terms and Conditions Section 1(ii), and (iii) hereof, and it is Customer's obligation to keep all such accessed information secure.

Accordingly, Customer shall (a) restrict access to IRBsearch Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall obtain and/or use any information from IRBsearch Services for personal reasons, or (c) not transfer any information received through IRBsearch Services to any party except as permitted hereunder; (d) immediately notify IRBsearch to deactivate the user identification number of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) unless otherwise agreed, keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (f) in addition to any obligations under Terms and Conditions Section 1(ii), take all commercially reasonable measures to prevent unauthorized access to, or use of, IRBsearch Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (g) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through IRBsearch Services as it is being disposed; (h) unless otherwise required by law, purge all information received through IRBsearch Services and stored electronically or on hard copy by Customer within 90 days of initial receipt; (i) be capable of receiving IRBsearch Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by IRBsearch; and (j) not access and/or use IRBsearch Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by IRBsearch. In the event that Customer discloses to IRBsearch "nonpublic personal information" (as such term is defined in the GLBA Section 6809) (4) about its customers and consumers (Customer NPI) pursuant to the terms of this Agreement, IRBsearch agrees: (a) to maintain the confidentiality of all Customer NPI; and (b) not to disclose or use Customer NPI except in the performance of its obligations pursuant to this Agreement or in connection with judicial or government proceedings pursuant to applicable law. In addition, IRBsearch has implemented appropriate measures designed to meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Customer Information. Notwithstanding the foregoing, Customer acknowledges that Customer may provide information to IRBsearch that constitutes Customer NPI but which is duplicative of information that IRBsearch has lawfully received from other sources free of any confidence. In such event, Customer acknowledges that this will not prohibit IRBsearch from using and disclosing such information from such other sources so long as IRBsearch does not state or imply that Customer was the source of such information.

3. PERFORMANCE. IRBsearch will use reasonable efforts to deliver IRBsearch Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of IRBsearch Services; provided, however, that the Customer accepts all information "AS IS." Customer acknowledges and agrees that IRBsearch obtains its data from third-party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on IRBsearch for the accuracy or completeness of information supplied through IRBsearch Services. Customer understands that Customer may be restricted from accessing certain IRBsearch Services which may be otherwise available. IRBsearch reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of IRBsearch Services. In the event that IRBsearch discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, IRBsearch will, at Customer's option, terminate this Agreement.

4. PRICING SCHEDULE. IRBsearch agrees to provide the products at the applicable charge then prevailing for the information requested. Notwithstanding the foregoing, if a Schedule A is attached to this Agreement, the fees as listed on Schedule A shall supersede any other listed prices. Customer agrees to pay IRBsearch providing services under this Agreement fees in accordance with the prices as may be posted on IRBsearch's website, as updated from time to time through online announcements, customer bulletins, and published price schedules. IRBsearch is not responsible for ensuring delivery of such updates, changes, additions, or deletions to any of its pricing policies that may occur from time to time, and it is Customer's responsibility to check the websites of IRBsearch for updates. All current and future pricing documents are deemed incorporated herein by reference.

5. INTELLECTUAL PROPERTY. Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes IRBsearch Services' information, programs or computer applications. Customer acknowledges that IRBsearch (and/or their third-party data providers) shall retain all right, title, and interest under applicable contractual, copyright, and related laws in and to the data and information that they provide. Customer shall use such materials in a manner consistent with IRBsearch's interests and notify IRBsearch of any threatened or actual infringement of IRBsearch's rights.

6. CHARGES. For each response to a request for information, Customer agrees to pay to IRBsearch for use of IRBsearch Services the applicable charge then prevailing for the information requested. Customer shall pay to IRBsearch fees in accordance with the prices as updated from time to time through online announcements, customer bulletins, and published price schedules. Customer shall also pay to IRBsearch a monthly service charge, currently in the amount of \$15 in addition to fees incurred from the use of the system (zero balance accounts do not incur this service charge). IRBsearch is not responsible for ensuring delivery of such updates, changes, additions, or deletions to any of its policies that may occur from time to time, and it is the Customer's responsibility to check the IRBsearch Service website and/or publications for such notifications. All current and future IRBsearch pricing documents are deemed incorporated herein by reference. By choosing to have a credit card or electronic funds transfer (EFT) billed directly by IRBsearch, Customer hereby authorizes the members of IRBsearch that are providing services to the Customer under this Application and Agreement to bill this credit card or electronic funds transfer (EFT) for the charges incurred for use of IRBsearch Services. Additionally, Customer hereby agrees that if the credit card company or financial institution refuses to pay charges incurred for use of IRBsearch Services, Customer shall be personally responsible for the payment of such charges.

7. PAYMENT OF FEES. Customer shall be responsible for payment for all services obtained through Customer's user identification names and/or numbers ("User ID") after the expiration of a free trial if applicable, whether or not such User ID is used by Customer or a third party, provided access to the User ID is not the result of use by a person formerly or presently employed by any members of IRBsearch or who obtains the User ID by or through a break-in or unauthorized access of IRBsearch's offices, premises, records or documents, or computer system. Customer shall pay on a monthly basis to IRBsearch the fees incurred for the use of such IRBsearch service, and Customer agrees that it may be electronically invoiced for those with payment occurring via (1) charge to the credit card number provided above or (2) draft by electronic funds transfer (EFT) pursuant to the Automated Clearing House Agreement, to be signed and delivered with this agreement. In the event there are insufficient funds in Customer's account following an initial debit attempt, IRBsearch will issue a late payment notice and will charge Customer a \$35 late fee, and will accrue interest at the rate of 1.5% per month (18% per annum) or the maximum amount allowed by law, if less.

8. TERM OF AGREEMENT. This Agreement is for services rendered and shall be in full force and effect during such periods of time during which IRBsearch is providing services for Customer (the "Term"); provided, however, that if a Schedule A is attached to this Agreement, any term provided on such Schedule A (the "Schedule A Term") shall be considered the Term of this Agreement until the expiration of that Schedule A Term. Upon expiration of any Schedule A Term, this Agreement shall continue in effect for so long as IRBsearch is providing services for Customer.

9. TERMINATION. Except where an attached Schedule A provides for a Schedule A Term or otherwise sets forth Customer's minimum financial commitment, either party may terminate this agreement at any time for any reason.

- 10. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without effect to conflict of law principles. Additionally, any action brought pursuant to Customer's use of IRBsearch Services or pursuant to the terms and conditions of this Agreement shall be brought within the jurisdiction of the courts of Leon County, Florida.
- 11. ASSIGNMENT.** The license granted pursuant to this Agreement to Customer to use IRBsearch Services may not be assigned by Customer, in whole or in part, without the prior written consent of IRBsearch. For purposes of this Agreement, a change in control of Customer of twenty percent (20%) or more shall constitute an assignment.
- 12. WARRANTIES/LIMITATION OF LIABILITY.** Neither IRBsearch, nor their subsidiaries and affiliates, nor any third-party data provider (for purposes of indemnification, warranties, and limitations on liability, IRBsearch, their subsidiaries and affiliates, and their data providers are hereby collectively referred to as "IRBsearch") shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from IRBsearch Services) for any loss or injury arising out of or caused in whole or in part by IRBsearch's acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering IRBsearch Services. If, notwithstanding the foregoing, liability can be imposed on IRBsearch, then Customer agrees that IRBsearch's aggregate liability for any and all losses or injuries arising out of any act or omission of IRBsearch in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00; provided, however, that such limitation of liability shall not apply to IRBsearch's indemnification obligation detailed in Terms and Conditions Section 13 hereof, and customer covenants and promises that it will not sue IRBsearch for an amount greater than such sum even if Customer and/or third parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against IRBsearch. IRBsearch does not make and hereby disclaims any warranty, express or implied, with respect to IRBsearch Services provided hereunder; provided, however, IRBsearch does hereby warrant that IRBsearch has complied with the law and applicable third-party data provider contracts in providing IRBsearch Services. IRBsearch does not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of IRBsearch Services or information provided therein. In no event shall IRBsearch be liable for any indirect, incidental, or consequential damages, however arising, incurred by Customer from receipt or use of information delivered hereunder or the unavailability thereof.
- 13. INDEMNIFICATION.** Customer hereby agrees to protect, indemnify, defend, and hold harmless IRBsearch from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to use of information received by Customer (or any third party receiving such information from or through Customer) furnished by or through IRBsearch. IRBsearch hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to their respective breaches of the warranty made in Terms and Conditions Section 12 hereof regarding whether IRBsearch has complied with the law and applicable third-party data provider contracts in providing IRBsearch Services.
- 14. SURVIVAL OF AGREEMENT.** Provisions hereof related to release of claims, indemnification, use and protection of information and data, payment for IRBsearch Services, Audit, and disclaimer of warranties shall survive any termination of the license to use IRBsearch Services.
- 15. AUDIT.** Customer understands and agrees that in order to ensure compliance with the GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements, the terms and conditions of this Agreement, and IRBsearch's obligations under its contracts with its data providers, IRBsearch may conduct periodic reviews of Customer's use of IRBsearch Services and may, upon reasonable notice, audit Customer's records, processes, and procedures related to Customer's use, storage, and disposal of IRBsearch Services and information received therefrom. Customer agrees to cooperate fully with any and all audits. Violations discovered in any review and/or audit by IRBsearch will be subject to immediate action including, but not limited to, suspension or termination of the license to use IRBsearch Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.
- 16. EMPLOYEE TRAINING.** Customer shall train new employees prior to allowing access to IRBsearch Services on Customer's obligations under this Agreement, including but not limited to the licensing requirements and restrictions under Terms and Conditions Section 1 and the security requirements of Terms and Conditions Section 2. Customer shall conduct a similar review of its obligations under this Agreement with existing employees who have access to IRBsearch Services no less than annually. Customer shall keep records of such training.
- 17. ATTORNEYS FEES.** The prevailing party in any action, claim or lawsuit brought pursuant to this Agreement is entitled to payment of all attorney fees and costs expended by such prevailing party in association with such action, claim, or lawsuit.
- 18. TAXES.** The charges for all IRBsearch Services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer's account.
- 19. CUSTOMER CHANGE.** Customer shall notify IRBsearch immediately of any changes to the information on Customer's Application for IRBsearch Services. IRBsearch reserves the right to terminate Customer's access to IRBsearch Services or terminate the license to use IRBsearch Services without further notice upon receipt of any change in Customer's status which IRBsearch's sole discretion would cause Customer to be unable to comply with its obligations under this Agreement.
- 20. RELATIONSHIP OF PARTIES.** None of the parties shall at any time represent that they are the authorized agents or representatives of the others.
- 21. CHANGE IN AGREEMENT.** By receipt of IRBsearch services, Customer agrees to, and shall comply with, changes to the Restricted License granted Customer in Terms and Conditions Section 1 herein, and changes in pricing as IRBsearch shall make from time to time by notice to Customer via e-mail, online "click wrap" amendments, facsimile, mail, or other written notification. All e-mail notifications shall be sent to the individual named in the Contact Information section, unless stated otherwise in this Agreement.

22. ENTIRE AGREEMENT. Except as otherwise provided herein, this Agreement constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of this agreement, which shall supersede all prior representations, agreements, and understandings, whether oral or written, which relate solely and exclusively to the use of IRBsearch Services. Any new, other, or different terms supplied by the Customer beyond the terms contained herein, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by IRBsearch unless IRBsearch agrees to them in a signed writing specifically including those new, other, or different terms. The terms contained herein shall supersede and govern in the event of a conflict between these terms and any new, other, or different terms in any contract in which this Agreement is referenced or made a part of. In the event any one or more provisions of this Agreement or any exhibit is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired the meaning given to them in the Application.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this Agreement on behalf of the Customer listed above and that the statements I have provided in this Agreement are true and correct. Further, I hereby certify that the Customer agrees to the Terms and Conditions for use of Public Record Products.

Signature

Print Name

Title

Date

Additional Contact Authorization Form (Optional)

I, (**print owner name**) _____, hereby authorize IRBsearch, LLC, to add

(*print name of new Contact*):

to my account as an additional contact. I understand that by adding the above person they will have full access to my company account information that includes the ability to change information on my account. For security purposes, please create a security Question/Password that the new contact will use when calling in to access the account. The Security Question needs to be something that is confidential in order to continue to provide secure access to your account. (*Examples: 1st 5 numbers of Social Security Number, Mother's Maiden Name, High School Mascot*)

Security Question: _____

Answer: _____

Should this contact leave my company or I decide that I no longer want this person to be a contact, I will notify IRBsearch, LLC in writing to have them removed.

Account Number: _____ Full Legal Company Name: _____

Street: _____

Please Include Copy of Your Photo ID

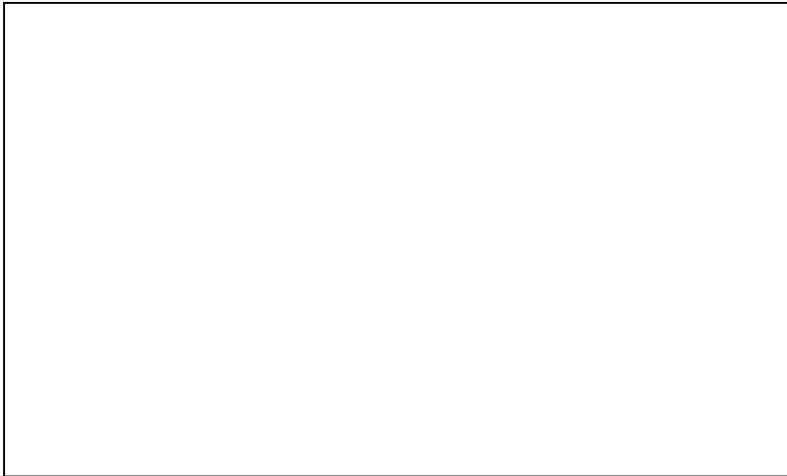
City: _____

State: _____ Zip: _____

Telephone: (_____) _____ - _____

Owner's Signature

____/____/_____
Date



Owner ID

*You can return this form to IRBsearch by faxing it to (850) 656-1738 or by scanning and emailing to: **customerservice@irbsearch.com***

**DRIVING RECORDS SEARCH ADDENDUM
TO IRBSEARCH, LLC, SERVICE APPLICATION AND AGREEMENT**

IRBsearch, LLC (hereinafter "IRBsearch") utilizes a contracted agent network to perform Driving Records searches. IRBsearch Customers must first fully complete this Driving Records Addendum to the IRBsearch Service Application and Agreement and return a fully executed copy by fax to IRBsearch at 850.656.1738.

Full Legal Company Name _____ (the "Customer")

Current IRBsearch Account # _____

TERMS AND CONDITIONS

Customer hereby requests to become a participating Customer in the IRBsearch Driving Records Search, whereby the Customer can access and place orders for Driving Records searches. Customer hereby agrees to be liable for all Driving Records Search charges incurred by the Customer in the event a credit card payment is reversed, cancelled, or otherwise charged back for any reason. Driving Records search charges are published and prominently displayed on the IRB price list.

It is expressly understood that IRBsearch, whether through online searches or by placement of Driving Records order, cannot be used for any "permissible purpose" as defined by the Fair Credit Reporting Act (15 § U.S.C. 1681 et seq.), including the making of an employment decision, a leasing decision, or a decision to insure an individual or business.

You also hereby certify to IRBsearch LLC that you are in, and assume full responsibility for, compliance with the DPPA and you agree to indemnify, defend, and hold IRBsearch LLC, its affiliates, and assigns harmless from any breach of the DPPA by you, your agents, or contractors and for any damages, fees and costs associated therewith. If the terms and conditions of the IRBsearch Service Application and Agreement and the terms and conditions of this Driving Records Search Addendum are in conflict, then the terms and conditions of this Driving Records Search Addendum shall apply.

AUTHORIZATION AND ACCEPTANCE

I HEREBY CERTIFY that I am authorized to execute this Driving Records Search Addendum to the IRBsearch Service Application and Agreement on behalf of the Customer listed above.

Signature: _____

Print Name: _____

Title: _____

Dated: _____ (mm/dd/yyyy)