

Schedule A

TERMS AND CONDITIONS OF USE OF VERIFIRST.COM

NOTICE

PLEASE READ THE HEREIN TERMS AND CONDITIONS OF USE OF VERIFIRST.COM BEFORE USING VERIFIRST.COM. BY USING VERIFIRST.COM OR ANY PAGE OF THIS WEB SITE, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS OF USE AND YOU ACKNOWLEDGE THAT SUCH AGREEMENT CONSTITUTES A BINDING CONTRACT BETWEEN YOU AND VERIFIRST BACKGROUND SCREENING, LLC.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF USE OF VERIFIRST.COM, PLEASE DO NOT USE THIS WEB SITE.

1. General. VeriFirst .Com is owned and operated by VeriFirst Background Screening, LLC. VeriFirst Background Screening, LLC. has the right at any time to change, modify, alter or discontinue any aspect or feature of the web site, including, without limitation, the content, hours of availability and equipment required for access or use of the VeriFirst.Com web site.

2. Restriction of Use of VeriFirst.Com web site. VeriFirst.Com contains copyrighted material, trade and service marks and other proprietary information, including without limitation, text, software, photographs and graphics. The text, software, photographs and graphics contained in VeriFirst.Com, the layout, and design of the VeriFirst.Com web site and each page of VeriFirst.Com are the property of VeriFirst Background Screening, LLC. and VeriFirst.Com and are protected by the United States and International copyright, trademark and other applicable intellectual property laws. The User and/or user of VeriFirst.Com shall not modify, publish, transmit, display, participate in the transfer or sale, create derivative works or in any way exploit any of the text, software, photographs and graphics of this web site. Copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will not be permitted without the express written permission of VeriFirst Background Screening, LLC. or copyright owner, except as otherwise permitted under United States and International copyright law.

You may not use VeriFirst.Com in any manner that could damage, disable, overburden, or impair VeriFirst.Com or interfere with any person's use of VeriFirst.Com. Systemic retrieval of the data from VeriFirst.Com to create or compile, directly or indirectly, in whole or in part, a collection, compilation, database or directory without the express written permission of VeriFirst Background Screening, LLC. is strictly prohibited.

It is the responsibility of the User to fully understand and comply with all of the User's legal obligations under the Federal Fair Credit Reporting Act, Gramm-Leach-Bliley Act Financial Privacy and Safeguarding Rules and the FTC Disposal Rule and any other federal or state laws that may apply to the data services requested by the User and

provided by VeriFirst Background Screening, LLC. and VeriFirst.Com.

3. Restricted License. VeriFirst Background Screening, LLC. and VeriFirst.Com hereby grants to the User a license to use all VeriFirst Background Screening, LLC. and VeriFirst.Com Services, both currently existing and as may become available in the future, subject to the restrictions and limitations set forth below:

(i) Generally. VeriFirst Background Screening, LLC. and VeriFirst.Com hereby grants to User a restricted license to use the VeriFirst Background Screening, LLC. and VeriFirst.Com Services solely for Customer's own internal business purposes. User represents and warrants that Uses of the VeriFirst Background Screening, LLC. and VeriFirst.Com Services shall be for only legitimate purposes, including those specified by User in connection with a specific information request relating to its business and as otherwise governed by the Agreement. User certifies that it has a permissible purpose for obtaining Consumer Reports in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et. seq.) including, without limitation, all amendments thereto ("FCRA"). User certifies its permissible use as: (1) in connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of any account of the consumer; and/or, (2) In connection with the underwriting of insurance involving the consumer or review of existing policy holders for insurance underwriting purposes, or in connection with an insurance claim where written permission of the consumer has been obtained; and/or, (3) In connection with a tenant screening application involving the consumer; and/or, (4) employment purposes such as employment, promotion, reassignment and retention (5) For a legitimate business need in connection with a business transaction that is initiated by the consumer; and/or, (6) As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of the credit or prepayment risks. User further certifies that it shall use the Consumer Reports; (a) solely for its certified use(s); and (b) solely for its exclusive one-time use. User further certifies that it shall not request, obtain or use Consumer Reports for any other purpose including, but not limited to,

for the purpose of selling, leasing, or renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with the User's own data, or otherwise in any service which is derived from the Consumer Reports. The Consumer Reports shall be requested by, and disclosed by User and only to User's designated and authorized employees having a need to know and only to the extent necessary to enable User to use the Consumer Reports in accordance with this Agreement. User shall further ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties. User further certifies that it shall maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry. User further certifies that it shall use each Consumer Report only for one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided however, that the User may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, unless otherwise explicitly authorized in an agreement between VeriFirst Background Screening, LLC. and VeriFirst.Com. and the User for scores obtained from Background Data Solutions (Hereinafter referred to as "BDS", or as explicitly otherwise authorized in advance and in writing by BDS through VeriFirst Background Screening, LLC. and/or VeriFirst.Com, the User shall not disclose to consumers or any third party, any or all such Scores provided under such agreement, unless clearly required by law. With just cause, such as violation of the terms of the User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the Customer's Agreement, VeriFirst Background Screening, LLC. and VeriFirst.Com may upon its election, discontinue serving the User and cancel the Agreement immediately. The User shall not use VeriFirst Background Screening, LLC.'s and VeriFirst.Com's Services for marketing purposes or resell or broker the VeriFirst Background Screening, LLC. and VeriFirst.Com Services to any third party. User agrees that if VeriFirst Background Screening, LLC. and VeriFirst.Com determines or reasonably suspects that User is engaging in marketing activities, reselling or brokering the VeriFirst Background Screening, LLC. and VeriFirst.Com Services' information, programs, computer applications, or data, or is otherwise violating any provision of the herein Terms and Conditions of Use, or any of the laws, regulations, or rules described herein, VeriFirst Background Screening, LLC. and VeriFirst.Com may take immediate action, including terminating the delivery of, and the license to use, the VeriFirst Background Screening, LLC. and VeriFirst.Com Services. User shall not access the VeriFirst Background Screening, LLC. and VeriFirst.Com Services from Internet Protocol addresses located outside of the United States and its territories without VeriFirst Background Screening, LLC. and VeriFirst.Com's prior written approval. User may not use data to create a competing product. User shall comply with all laws, regulations and rules, which may, in VeriFirst Background Screening, LLC. and VeriFirst.Com's opinion, govern the use of the VeriFirst Background Screening,

LLC. and VeriFirst.Com Services and information provided therein.

(ii) GLBA Data. Some of the information contained in the VeriFirst Background Screening, LLC. and VeriFirst.Com Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq. "GLBA"), and is regulated by the GLBA ("GLBA Data"). User shall not obtain and/or use GLBA Data through the VeriFirst Background Screening, LLC. and VeriFirst.Com Services, in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. User 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 VeriFirst Background Screening, LLC. and VeriFirst.Com Services. In addition, User agrees it will re-certify, in writing, its permissible uses of GLBA Data upon request by VeriFirst Background Screening, LLC. and VeriFirst.Com. User certifies with respect to GLBA data received through the VeriFirst Background Screening, LLC. and VeriFirst.Com Services that it complies with the Interagency Standards for Safeguarding User Information issued pursuant to the GLBA.

(iii) DPPA Data. Some of the information contained in the VeriFirst Background Screening, LLC. and VeriFirst.Com Services is "personal information," as defined in the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq. "DPPA"), and is regulated by the DPPA ("DPPA Data"). User shall not obtain and/or use DPPA Data through the VeriFirst Background Screening, LLC. and VeriFirst.Com Services in any manner that would violate the DPPA. User 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 VeriFirst Background Screening, LLC. and VeriFirst.Com Services, In addition, User agrees it will re-certify, in writing, to VeriFirst Background Screening, LLC. and VeriFirst.Com its permissible uses of DPPA Data upon the request of VeriFirst Background Screening, LLC. and VeriFirst.Com.

(iv) Supplemental Terms. Certain materials contained within the VeriFirst Background Screening, LLC. and VeriFirst.Com Services are subject to additional obligations and restrictions. To the extent User receives such materials through the VeriFirst Background Screening, LLC. and VeriFirst.Com Services, User agrees to comply with the Supplemental Terms for Specific Materials contained at the following web site: <http://www.lexisnexis.com/terms/supplemental/> (the "Supplemental Terms"). The Supplemental Terms are hereby incorporated into this Agreement by reference.

(v) Social Security and Driver's License Numbers. If User obtains Social Security Numbers or Driver's License Numbers ("SSNs") through the VeriFirst Background Screening, LLC. and VeriFirst.Com Services, User certifies it will not use the SSNs for any purpose other than as authorized in the written User Agreement. In

addition to the restrictions on distribution set forth in Section 3 of the User Agreement, User agrees that it will not permit SSNs obtained through the VeriFirst Background Screening, LLC. and VeriFirst.Com Services to be used by an employee or contractor that is not an appropriate user with an appropriate use. In the event User is not an appropriate user and/or does not have an appropriate use at any time during the term of the written User Agreement, VeriFirst Background Screening, LLC. and VeriFirst.Com may immediately preclude User from receiving SSNs. User agrees it will re-certify, in writing, to VeriFirst Background Screening, LLC. and VeriFirst.Com, that it is an appropriate User and that it has one or more authorized uses upon the request of VeriFirst Background Screening, LLC. and VeriFirst.Com. User may not, to the extent permitted by the Terms and Conditions of Use of this web site and/or the written User Agreement, transfer SSNs via E-mail or File Transfer Protocol (ftp) without VeriFirst Background Screening, LLC. and VeriFirst.Com's prior written consent.

(vi) Background Data Solutions' Consumer Credit Scores. For Users who request and have received authorization from VeriFirst Background Screening and/or VeriFirst.Com to receive Consumer Credit Scores as part of the Consumer Credit Report being delivered, the User shall request Scores only for the User's exclusive use. User may store Scores solely for the User's own use in furtherance of the User's original purpose for obtaining the Scores. The User shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any person except: (i) to those employees of the User with the need to know and in the course of their employment; (ii) to those third party processing agents of User who have executed an agreement that limits the use of the Scores by the third party to the use permitted to the User and contains the prohibitions set forth herein regarding model development, model calibration and reverse engineering; (iii) when accompanied by the corresponding reason codes, to the User who is the subject of the Score; or (iv) as required by law.

(vii) Consumer Reports for Employment Purposes. If the User is requesting Consumer Reports for employment purposes, the, User certifies that it has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes"). User shall request Consumer Reports for Employment Purposes pursuant to procedures prescribed by VeriFirst Background Screening, LLC. and/or VeriFirst.Com from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose. User certifies that it will not request a Consumer Report for Employment Purposes unless: (1) a clear and conspicuous disclosure is first made in writing to the Consumer by User before the report is obtained, in a document that consists solely of the

disclosure that a consumer report may be obtained for employment purposes; (2) The consumer has authorized in writing the procurement of the report; and, (3) Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation. User further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer with: (a) a copy of the Consumer Report for Employment Purposes; and, (b) a copy of the consumer's rights in the format approved by the Federal Trade Commission . User further certifies that it shall use the Consumer Report for Employment Purposes only for a one -time use and shall hold the report in strict confidence and not disclose it to any third parties that are not involved in the employment decision. User further agrees that it shall maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry. User further agrees that with just cause, such as violations of the herein Terms and Conditions of Use, a legal requirement or a material change in existing legal requirements that adversely affects the herein Terms and Conditions of Use and/or the User Agreement, VeriFirst Background Screening, LLC. may, upon its election, discontinue serving the User and cancel the Agreement immediately.

(viii) Copyrighted Materials. User shall not remove or obscure the copyright notice or other notices contained on materials accessed through the VeriFirst Background Screening, LLC. and VeriFirst.Com Services.

(ix) FCRA Services. The following restricted license is conditionally granted for VeriFirst Background Screening, LLC. and VeriFirst.Com Services governed by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"). These products presently include Banko Collections Solutions, Deceased Notifier Batch Services, Electronic Bankruptcy Notifier, ThinDex, Onescore, PeopleWise Employment Screening, Securint Employment Screening, and Securint Tenant Screening. These products constitute Consumer Reports as defined by the FCRA ("Consumer Report"). User certifies that when using the Consumer Report VeriFirst Background Screening, LLC. and VeriFirst.Com Services, it will comply with all applicable provisions of the FCRA and all other applicable federal, state and local legislation, regulations and rules. Without limiting the generality of the foregoing, User certifies that it will comply with all state regulations which may not be preempted by the Fair Credit Reporting Act as well as those state statutes and regulations which have been specifically excepted from the Fair Credit Reporting Act including but not limited to California, Kansas, Kentucky, Maryland, Massachusetts, Montana, Nevada, New Hampshire, New York and Washington. User further agrees it will re-certify, in writing, to VeriFirst Background Screening, LLC. and VeriFirst.Com its permissible purposes for use of the Consumer Report VeriFirst Background Screening, LLC. and VeriFirst.Com Services

upon the request of VeriFirst Background Screening, LLC. and VeriFirst.Com.

(x) Public Records Products Services. For all LNRM Public Records products, exclusive of FCRA products, the following restricted license is conditionally granted. These products include Anti-Money Laundering Solutions, Instant ID, Instant ID – CIP, Lexis Nexis RiskWise, other batch services, Risk Management Solutions, ChargebackDefender, FraudDefender, RecoverScore, ThinDex, Onescore, and Accurint. These products are not provided by “consumer reporting agencies,” as that term is defined in the FCRA, and do not constitute Consumer Reports. Accordingly, (A) User certifies that it will not use any of the information it receives through these Public Records, VeriFirst Background Screening, LLC. and VeriFirst.Com 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) User may use, except as otherwise prohibited by this Agreement, information received through these Public Records VeriFirst Background Screening, LLC. and VeriFirst.Com 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 User is using these Public Records VeriFirst Background Screening, LLC. and VeriFirst.Com Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third party, User shall not use these Public Records VeriFirst Background Screening, LLC. and VeriFirst.Com 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 LNRM information for the purpose of determining a consumer’s collectability; and (D) User 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 User obtains from a source other than these Public Records VeriFirst Background Screening, LLC. and VeriFirst.Com Services.

4. Prior Written Authorization from and Disclosure to Applicant Required Prior to Use of the VeriFirst.Com web site.

The User of VeriFirst.Com further agrees that prior to accessing the VeriFirst.Com web site, User shall obtain prior written authorization from the prospective tenant and/or employee identified in the on-line application, that VeriFirst Background Screening, LLC., VeriFirst.Com and the User are authorized to submit the information set forth in the application to third party data suppliers, consumer reporting agencies, and various federal, state and local law enforcement agencies. The User agrees that if the User intends to use VeriFirst Background Screening, LLC. and the VeriFirst.Com report and/or any information obtained from the VeriFirst.Com web site for collection purposes on a former tenant, the User shall first obtain prior written authorization from the tenant that includes language that authorizes the User, VeriFirst Background Screening, LLC. and VeriFirst.Com to obtain the VeriFirst.Com report for that purpose. If the User requests through the use of the VeriFirst.Com an “Investigative Consumer Report” (As defined by the United States Fair Credit Reporting Act, 15 USC §§ 1681-1681y), containing information as to the character, general reputation, personal characteristics and/or mode of living of the prospective tenant and/or employee applicant identified in the on-line application, the User shall prior to accessing the VeriFirst.Com web site: (1) disclose in writing to the prospective tenant and/or consumer that an “Investigative Consumer Report” containing the above listed information may be obtained; (2) include in the written disclosure the nature and scope of the “Investigative Consumer Report”; (3) provide to the prospective tenant and/or employee a copy of the applicant’s and/or consumer’s rights in the format approved by the Federal Trade Commission (FTC); and, (4) within five (5) days of the consumer’s and/or applicant’s request for information as to the nature and scope of the “Investigative Consumer Report”, provide such disclosure in the form and manner required by the United States Fair Credit Reporting Act, 15 USC §§ 1681-1681y.

In the event that the VeriFirst Background Screening, LLC. and/or VeriFirst.Com offers to perform on behalf of the Customer, the notice, disclosure, consent and adverse action notice requirements set forth in Section 604, 606, and 615 of the Fair Credit Reporting Act for a separate fee identified in Schedule “B” attached to the herein agreement and the Customer accepts, the Customer acknowledges and agrees that the Customer’s legal duties and obligations under section 604, 606, and 615 of the Fair Credit Reporting Act are non-delegable and therefore, the Customer shall remain liable to the consumer in the event of a breach of the duties and obligations set forth in Section 604, 606, and 615 of the Fair Credit Reporting Act notwithstanding the fact that VeriFirst Background Screening LLC. performed the notice, disclosure, consent and adverse action requirements on behalf of the customer.

5. Security. User acknowledges that the information available through the VeriFirst Background Screening, LLC. and VeriFirst.Com Services includes Personally Identifiable Information as defined in the Gramm Leach Bliley Act, 15 U.S.C. § 6801 and it is User’s obligation to keep all such accessed information secure. User shall

enforce the standards for safeguarding Consumer Information established by the Federal Trade Commission in its Final Rule for the Gramm-Leach Bliley Act Title V, Section 501 (FTC GLB Final Rule) intended to: (1) Ensure the security and confidentiality of Consumer Information whether in paper, electronic, or other form; (2) protect against any anticipated threats or hazards to the security or integrity of Consumer Information; (3) Protect against unauthorized access to or use of Consumer Information where such access or use could result in substantial harm or inconvenience to any consumer. Accordingly, User shall restrict access to VeriFirst Background Screening, LLC. and VeriFirst.Com Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall, (i) obtain and/or use any information from the VeriFirst Background Screening, LLC. and VeriFirst.Com Services for personal reasons, or (ii) not transfer any information received through the VeriFirst Background Screening, LLC. and VeriFirst.Com Services to any party except as permitted hereunder or required by law of further set forth herein ; (c) immediately notify VeriFirst Background Screening, LLC. and VeriFirst.Com to deactivate the user identification number of any employee who no longer has a need to know, or terminated employees on or prior to the date of termination; (d) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (e) in addition to any obligations contained herein, take the highest industry security measures to prevent unauthorized access to, or use of, the VeriFirst Background Screening, LLC. and VeriFirst.Com Services or data received there from, whether the same is in electronic form or hard copy, by any person or entity; (f) unless required by law, purge all information received through the VeriFirst Background Screening, LLC. and VeriFirst.Com Services and stored electronically or on hard copy by User within 90 days of initial receipt or expiration retention period required by law; (g) be capable of receiving the VeriFirst Background Screening, LLC. and VeriFirst.Com Services where the same are provided utilizing so-called 'secure socket layer', or such other means of secure transmission deemed reasonable by VeriFirst Background Screening, LLC. and VeriFirst.Com; and, (h) not access and/or use the VeriFirst Background Screening, LLC. and VeriFirst.Com Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by VeriFirst Background Screening, LLC. and VeriFirst.Com. In the event that User discloses to VeriFirst Background Screening, LLC. and VeriFirst.Com "nonpublic personal information" (as such term is defined in the GLBA Section 6809(4)) about its customers and consumers ("User NPI") pursuant to the terms of this Agreement, VeriFirst Background Screening, LLC. and VeriFirst.Com agrees: (i) to maintain the confidentiality of all User NPI; and (ii) not to disclose or use User 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, VeriFirst Background Screening, LLC. and VeriFirst.Com has implemented appropriate measures designed to meet the objectives of the Interagency Guidelines Establishing Standards for

Safeguarding User Information. Notwithstanding the foregoing, User acknowledges that User may provide information to VeriFirst Background Screening, LLC. and VeriFirst.Com that constitutes User NPI but which is duplicative of information that VeriFirst Background Screening, LLC. and VeriFirst.Com has lawfully received from other sources free of any obligation of confidence. In such event, User acknowledges that this will not prohibit VeriFirst Background Screening, LLC. and VeriFirst.Com, from using and disclosing such information from such other sources, as long as VeriFirst Background Screening, LLC. and VeriFirst.Com does not state or imply that User was the source of such information.

The User of VeriFirst.Com further agrees that the system access software that the User shall use to access VeriFirst.Com whether developed by VeriFirst Background Screening, LLC. or purchased from a third party vendor, shall have account numbers and password "hidden" or embedded so that the passwords and account numbers are known only to supervisory personnel or other personnel authorized to use the services. The User agrees that it is responsible for the security of assigned codes, and is hereby notified of the possibility of theft or other form of compromise of User's assigned codes, which may or may not be detected and of the possibility of use of a stolen or compromised assigned code to forgo the User's access to VeriFirst.Com and other services of VeriFirst Background Screening, LLC.

The User further agrees that in the event that the User shall be delinquent or in violation of the terms and conditions of use of the VeriFirst.Com web site, and the Customer Agreement between the User and VeriFirst Background Screening, LLC., governing the use of the VeriFirst.Com web site or applicable law and in the event of a change in existing legal requirements which adversely affects the use of this web site, VeriFirst Background Screening, LLC., and VeriFirst.Com may, at its discretion, discontinue services hereunder and terminate the User's accessibility to the VeriFirst.Com web site immediately.

6. Confidentiality Agreement. User further agrees that it shall use each Report and any other additional information obtained from VeriFirst.Com only for a one-time use and shall hold the report confidential and in strict confidence and not disclose it to any third parties; provided however, that the User may, but is not required to, disclose the Report to the subject of the Report only in connection with an adverse action based on the Report. Unless expressly authorized by the Terms and Conditions of Use, the written Customer Agreement or in a separate agreement between VeriFirst Background Screening, LLC., and/or VeriFirst.Com and User, with regard to the credit scores supplied by VeriFirst Background Screening, LLC., and/or VeriFirst.Com, the User shall not disclose to any consumer or any third party any such scores provided under the Terms and Conditions of Use and/or the written Service Agreement, unless clearly required by law. Unless expressly authorized by the Terms and Conditions of Use and the written Customer Agreement or a separate agreement between VeriFirst Background Screening, LLC.,

and/or VeriFirst.Com and the User, credit scores supplied by VeriFirst Background Screening, LLC., and/or VeriFirst.Com to the User shall not be disclosed to any consumer or any third party unless clearly and unambiguously required by law. All reports and information obtained from the VeriFirst.Com web site shall be used in a strictly confidential manner. Except as required by law, no information from the Reports will be revealed to any other person, save for those whose duty requires that they review the information in relation to the tenant or employee screening purpose for which the Report was ordered. Notwithstanding the foregoing, this restriction shall not prohibit User in its own discretion from providing to a consumer/applicant, who is the subject of an adverse action by the Customer, a copy of such report. User warrants that it will not, either directly or indirectly, itself or through any agent or third party: (1) request, compile, store, maintain or use information obtained in the Report and/or obtained from the VeriFirst.Com web site to build its own database; (2) resell any information obtained from reports and/or obtained from the VeriFirst.Com web site; and, (3) copy or otherwise reproduce the information in the Report. User further agrees that ability to access reports shall be restricted to only a limited number of key personnel, and any terminal devices used to obtain reports shall be placed in a secure location within User's facility in such a manner as to make unauthorized access difficult. User must take precautions to secure any system or device used to access VeriFirst Background Screening, LLC. services or Reports. User agrees that any devices/systems used to obtain Reports from VeriFirst Background Screening, LLC. shall be turned off and locked after normal business hours or when unattended by key personnel. The User requires that each user of the User's systems access software will be assigned a unique logon password. Under no circumstances shall unauthorized personnel have knowledge of any passwords used to access VeriFirst Background Screening, LLC. User must protect account numbers and passwords in such a way as to be known only to key personnel. User shall not post in any manner passwords or account numbers within the Customer's facility. User further agrees that account numbers and passwords are not to be discussed by telephone to any unknown caller, even if the caller claims to an employee of User. User agrees that any system access software User may use, whether developed by VeriFirst Background Screening, LLC. or purchased from a third party vendor, must have account numbers and password "hidden" or embedded so that the passwords and account numbers are known only to supervisory personnel or other personnel authorized to use the services. User acknowledges that it is responsible for the security of assigned codes, and is hereby notified of the possibility of theft or other form of compromise of User's assigned codes, which may or may not be detected and of the possibility of use of a stolen or compromised assigned code to forgo User's access to VeriFirst Background Screening, LLC. and/or VeriFirst.Com web site. User agrees that all hard copies of electronic files of Consumer Reports are to be secured within the Customer's facility and must be protected against release or disclosure to any unauthorized persons. User agrees that hard copy reports are to be

shredded, destroyed, or rendered unreadable, when no longer needed and when User is permitted to do so by applicable law or by the Terms and Conditions of Use and the written Customer Agreement. User agrees that electronic files containing report data and /or information will be completely erased or rendered unreadable when no longer needed and when applicable regulations(s) or this Agreement permits destruction.

7. Accuracy and Use of VeriFirst.Com's Reports and Information.

The User by the continued use of the VeriFirst.Com web site or any page of this web site, agrees that VeriFirst Background Screening, LLC. and VeriFirst.Com makes no representation regarding the credit-worthiness of or suitability for residency or employment of any individual. A VeriFirst.Com report and/or any information obtained through the use of VeriFirst.Com is based only on information supplied to VeriFirst.Com by third party data suppliers over whom VeriFirst Background Screening, LLC., and VeriFirst.Com have no control. VeriFirst Background Screening, LLC., and VeriFirst.Com rely upon these third party data suppliers for the accuracy and reliability of the information contained in the VeriFirst.Com reports and/or the information obtained through the VeriFirst.Com web site. Other information about the applicant may not have been reported to or by the third party data suppliers or may have been reported incorrectly to or by the third party data suppliers. The VeriFirst.Com report is intended to be one of many tools used in the applicant selection process. Use the VeriFirst.Com report and any information obtained through the use of VeriFirst.Com as one of many important tools in determining the suitability of residency or employment of the applicant. The VeriFirst.Com report is not intended to be the only information upon which a selection is made. VeriFirst Background Screening, LLC., and/or VeriFirst.Com assume no responsibility for errors or omissions in the VeriFirst.Com report. The User, by the continued use of this web site, recognizes and agrees that the information furnished by the VeriFirst.Com report and any information obtained through the use of VeriFirst.Com is secured by and through third party data suppliers over whom VeriFirst Background Screening, LLC., and VeriFirst.Com have no control. The User therefore, based upon the continued use of this web site, or any page of this web site, releases VeriFirst Background Screening, LLC., VeriFirst.Com and any companies from whom VeriFirst Background Screening, LLC. . and VeriFirst.Com may obtain reports and information, and their officers, agents, employees, and contractors from any/and all liability, including without limitation, liability or damages from any negligence, errors and/or omissions in connection with preparation of the VeriFirst.Com reports; the content of the information contained in such reports and/or the collecting, interpreting, reporting, communicating or delivering of the services or information therein except as further set forth in paragraph 11 of the herein terms and conditions of use and paragraph 12 of the Customer Agreement.

Certain state laws and regulations regulating the permissible content of a consumer report may not be preempted by, and may have been specifically accepted

from the Fair Credit Reporting Act. Therefore, state law may control and/or limit the content of what a consumer reporting agency may include in a consumer report. VeriFirst Background Screening and Verifirst.com in those situations where state laws and/or regulations control and/or limit the content of a consumer report shall identify in a Legend on the consumer report, the state law upon which the content of the report has been reported.

It is the customer's duty and obligation to understand the affect that the state law and/or regulation identified by VeriFirst Background Screening, LLC. in the Legend of the Consumer Report may have had with regard to the content of the Consumer Report when using the Consumer Report as one of the Customer's many tools used in the selection and/or evaluation process. The Customer may contact VeriFirst Background Screening to determine the affect that the reported state law may have had on the content of a Consumer Report.

8. Accuracy and Use of VeriFirst.Com's Reports and Information Related to Criminal Records/Sex Offender and Office of Foreign Asset Control (OFAC) Data.

The User agrees that the search of the Criminal, Sex Offender and International Watch List Databases of VeriFirst.Com is performed using only the applicant's name. A VeriFirst.Com report is based only on information supplied to VeriFirst.Com by third party data suppliers over whom VeriFirst Background Screening, LLC., and VeriFirst.Com have no control. VeriFirst Background Screening, LLC. , and VeriFirst.Com rely upon these third party data suppliers for the accuracy and reliability of its information. Other information about the applicant may not have been reported to or by the third party data suppliers or may have been reported incorrectly to or by the third party data suppliers. The User further agrees that the Criminal Record, Sex Offender and International Watch List information furnished in the VeriFirst.Com report may relate to another individual other than the applicant who has or uses the same name and/or similar name. With respect to the National Criminal and National Sex Offender reports, the User further agrees that not all of the states, counties and municipalities in the United States of America report criminal history, and sex offender information. The user further agrees that the following jurisdictions are covered by these reports and are subject to change.

(i). Background Data Solutions - **Criminal State Data Sources:** AK, AL, AR, AZ, CO, CT, DC, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MD, ME, , MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, , NY, OH, OK, OR, PA, RI, SC, TN, TX, UT, VA, VT, WA, WI, WV, .

(ii). Background Data Solutions' **Criminal County Data Sources:** Pima, AZ; Contra Costa, CA.; Fresno, CA.; Indio, CA.; Los Angeles, CA.; Marin, CA.; Orange, CA.; Riverside, CA.; Sacramento, CA.; Santa Barbara, CA.; San Berdino, CA.; San Diego, CA.;

Santa Clara, CA.; Ventura, CA.; District of Columbia; Alachua, FL.; Bay, FL.; Brevard, FL.; Broward, FL.; Charlotte, FL.; Duval, FL.; Hernando, FL.; Highlands, FL.; Hillsborough, FL.; Indian River, FL.; Leon, FL.; Marion, FL.; Miami-Dade, FL.; Orange, FL.; Osceola, FL.; Palm Beach, FL.; Pinellas, FL.; Sarasota, FL.; St. John, FL. Suwannee, FL.; Adams, IL.; Bond, IL.; Boone IL.; Caroll, IL.; Clay, IL.; Clinton, IL.; Coles, IL.; Cook, IL.; Crawford, IL.; Edwards, IL.; Effingham, IL.; Ford, IL.; Franklin, IL.; Hamilton, IL.; Henry, IL.; Iroquois, IL.; Jackson, IL.; Jefferson, IL.; Jo Daviess, IL.; Lawrence, IL.; Lee, IL.; Logan, IL.; Marion, IL.; Mercer, IL.; Montgomery, IL.; Ogle, IL.; Pike, IL.; Richland, IL.; Rock, IL.; Shelby, IL.; Stephenson, IL.; Union, IL.; Vermillion, IL.; Wabash, IL.; Washington, IL.; Wayne, IL.; White, IL.; White Side, IL.; Williamson, IL.; Wayne, MI. Hinds, MS.; Auglaize, OH.; Champaign, OH.; Fulton, OH.; Greene, OH.; Hamilton, OH.; Hardin, OH.; Medina, OH.; Montgomery, OH. Portage, OH.; Sandusky, OH.; Tuscarawas, OH.; Tulsa, OK.; Fairfax, VA.;

(iii). Background Data Solutions' **Sex Offender State Data Sources:** AK,, AL,, AR, AZ, CA, CO, CT, DC, DE, FL, GA, GU, HI, IA, ID, IL, IN,, KS, KY, LA, MA, MD, ME, MI, MIN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WI, WV, WY.

The User further acknowledges and agrees by the continued use of the VeriFirst.Com web site or any page within the web site, specifically but not limited to, the Criminal, Sex Offender and International Watch List databases, that neither VeriFirst Background Screening, LLC., nor VeriFirst.Com assumes responsibility for errors and/or omissions in the VeriFirst.Com reports and information obtained by the use of the VeriFirst.Com web site. The User further agrees to release VeriFirst Background Screening, LLC., VeriFirst.Com and any other companies from whom VeriFirst Background Screening, LLC. and VeriFirst.Com may obtain reports and information, and their officers, agents, employees, and contractors from any and all liability, including without limitation, liability or damages from any negligence, and errors and/or omissions in connection with preparation of the VeriFirst.Com report and/or the content of information contained in each such report and/or the collecting, interpreting, reporting, communicating, or delivering of the services or information therein except as further set forth in the Warranties/Limitation of Liability and Indemnification Terms and Conditions set forth herein and the Warranties/Limitation of Liability and Indemnifications clauses set forth in the Customer Agreement.

9. Software. The User acknowledges and agrees that VeriFirst Background Screening, LLC. is the owner of the computer software program commonly known as "VeriFirst.Com" and of all copyrights, trademarks, service marks, and other legal rights and interest in the program (the "Program"). The term Program also includes all written or printed documentation regarding the Program. VeriFirst Background Screening, LLC. may grant to User a

non-transferable, non-exclusive license to use the Program subject to the terms and restrictions set forth herein, but no such act shall be construed to convey any title or ownership rights in the Program to User. Any license is for the use of the Program only by the User at the User's business address set forth herein. The User may not distribute copies of the Program or documentation. The User may terminate any license only by destroying all originals, and copies of the Program. Any license will also terminate upon termination of this User Agreement and/or termination of the written Customer Agreement between the User and VeriFirst Background Screening, LLC., in which User agrees to destroy the Program and all copies in any form.

10. Performance. The User expressly acknowledges and agrees that VeriFirst Background Screening, LLC. and VeriFirst.Com will use reasonable efforts to deliver the VeriFirst Background Screening, LLC. and VeriFirst.Com Services requested by User and to compile information gathered from selected public records and other sources used in the provision of the VeriFirst Background Screening, LLC. and VeriFirst.Com Services; provided, however, that User accepts all information "AS IS." The User further acknowledges and agrees that VeriFirst Background Screening, LLC. and VeriFirst.Com obtain their data from third-party sources, which may or may not be completely thorough and accurate, and that User shall not rely on VeriFirst Background Screening, LLC. and VeriFirst.Com for the accuracy or completeness of information supplied through the VeriFirst Background Screening, LLC. and VeriFirst.Com Services. User acknowledges and agrees that the User may be restricted from accessing certain VeriFirst Background Screening, LLC. and VeriFirst.Com Services which may be otherwise available. VeriFirst Background Screening, LLC. and VeriFirst.Com 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, the VeriFirst Background Screening, LLC. and VeriFirst.Com Services. In the event that any entity within VeriFirst Background Screening, LLC. and VeriFirst.Com discontinues a material portion of the materials and features that User regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which User has subscribed, VeriFirst Background Screening, LLC. and VeriFirst.Com entity will, at User's option, terminate this Agreement.

11. Warranties and Limitation of Liability . User further agrees that neither any entity of VeriFirst Background Screening, LLC. and VeriFirst.Com, nor their subsidiaries and affiliates, nor any third-party data provider (for purposes of indemnification, warranties, and limitations on liability, VeriFirst Background Screening, LLC. and VeriFirst.Com, their subsidiaries and affiliates, and their data providers, Lexis Nexis, and/or Background Data Solutions "BDS", and/or Acxiom International Security Services, "Acxiom" and/or Softech International Inc. and/or Sterling Info Systems and/or SJV and Associates and/or TransUnion and/or Experian Rent Bureau and/or National Student Clearing House and/or First Advantage –Core Logic and/or Quest Diagnostics

and/or Lab Corps shall be liable to User (or to any person claiming through User to whom User may have provided data from the services of VeriFirst Background Screening, LLC and/or Verifirst.com and/or Lexis Nexis, and/or Background Data Solutions "BDS", and/or Acxiom International Security Services, "Acxiom" and/or Softech International Inc. and/or Sterling Info Systems and/or SJV and Associates and/or TransUnion and/or Experian Rent Bureau and/or National Student Clearing House and/or First Advantage –Core Logic and/or Quest Diagnostics and/or Lab Corps. for any loss or injury arising out of or caused in whole or in part by the negligent acts or omissions of VeriFirst Background Screening, LLC and/or Verifirst.com and/or Lexis Nexis, and/or Background Data Solutions "BDS", and/or Acxiom International Security Services, "Acxiom" and/or Softech International Inc. and/or Sterling Info Systems and/or SJV and Associates and/or TransUnion and/or Experian Rent Bureau and/or National Student Clearing House and/or First Advantage –Core Logic and/or Quest Diagnostics and/or Lab in procuring, , compiling, collecting, interpreting, reporting, communicating, or delivering of the services of VeriFirst Background Screening, LLC and/or Verifirst.com and/or Lexis Nexis, and/or Background Data Solutions "BDS", and/or Acxiom International Security Services, "Acxiom" and/or Softech International Inc. and/or Sterling Info Systems and/or SJV and Associates and/or TransUnion and/or Experian Rent Bureau and/or National Student Clearing House and/or First Advantage –Core Logic and/or Quest Diagnostics and/or Lab , then User agrees that the aggregate liability for any and all losses or injuries arising out of any negligent acts or omissions of VeriFirst Background Screening, LLC and/or Verifirst.com and/or Lexis Nexis, and/or Background Data Solutions "BDS", and/or Acxiom International Security Services, "Acxiom" and/or Softech International Inc. and/or Sterling Info Systems and/or SJV and Associates and/or TransUnion and/or Experian Rent Bureau and/or National Student Clearing House and/or First Advantage –Core Logic and/or Quest Diagnostics and/or Lab Corps in connection with anything to be done or furnished under the Terms and Conditions of Use, 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. User covenants and promises that it will not sue VeriFirst Background Screening, LLC and/or Verifirst.com and/or Lexis Nexis, and/or Background Data Solutions "BDS", and/or Acxiom International Security Services, "Acxiom" and/or Softech International Inc. and/or Sterling Info Systems and/or SJV and Associates and/or TransUnion and/or Experian Rent Bureau and/or National Student Clearing House and/or First Advantage –Core Logic and/or Quest Diagnostics and/or Lab Corps for an

amount greater than such sum even if User and/or third parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against VeriFirst Background Screening, LLC and/or Verifirst.com and/or Lexis Nexis, and/or Background Data Solutions “BDS”, and/or Acxiom International Security Services, “Acxiom” and/or Softech International Inc. and/or Sterling Info Systems and/or SJV and Associates and/or TransUnion and/or Experian Rent Bureau and/or National Student Clearing House and/or First Advantage –Core Logic and/or Quest Diagnostics and/or Lab Corps. User expressly agrees and acknowledges that (i) there shall not be any joint nor several obligations or liabilities undertaken amongst, between, or on behalf of any of VeriFirst Background Screening, LLC. and VeriFirst.Com entities; (ii) VeriFirst Background Screening, LLC. and VeriFirst.Com entities do not expressly or impliedly agree to be responsible or liable for the acts and omissions of one another; and (iii) VeriFirst Background Screening, LLC. and VeriFirst.Com entities do not warrant the services provided by one another. VeriFirst Background Screening, LLC. and VeriFirst.Com does not make and hereby disclaims any warranty, express or implied, with respect to the VeriFirst Background Screening, LLC. ‘s and VeriFirst.Com’s Services provided hereunder; provided however, that VeriFirst Background Screening, LLC. and VeriFirst.Com do hereby warrant that VeriFirst Background Screening, LLC. and VeriFirst.Com has complied with the law and applicable third-party data providers’ contracts in providing the VeriFirst Background Screening, LLC. and VeriFirst.Com Services. The User further agrees that VeriFirst Background Screening, LLC and/or Verifirst.com and/or Lexis Nexis, and/or Background Data Solutions “BDS”, and/or Acxiom International Security Services, “Acxiom” and/or Softech International Inc. and/or Sterling Info Systems and/or SJV and Associates and/or TransUnion and/or Experian Rent Bureau and/or National Student Clearing House and/or First Advantage –Core Logic and/or Quest Diagnostics and/or Lab Corps do not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of the data services or information provided therein. In no event shall VeriFirst Background Screening, LLC and/or Verifirst.com and/or Lexis Nexis, and/or Background Data Solutions “BDS”, and/or Acxiom International Security Services, “Acxiom” and/or Softech International Inc. and/or Sterling Info Systems and/or SJV and Associates and/or TransUnion and/or Experian Rent Bureau and/or National Student Clearing House and/or First Advantage –Core Logic and/or Quest Diagnostics and/or Lab Corps be liable for any indirect, incidental, or consequential damages, however arising, incurred by User from receipt or use of information delivered hereunder or the unavailability thereof.

12. Indemnification. User hereby agrees to protect, indemnify, defend, and hold harmless VeriFirst Background Screening, LLC and/or Verifirst.com and/or Lexis Nexis, and/or Background Data Solutions “BDS”, and/or Acxiom International Security Services, “Acxiom” and/or Softech International Inc. and/or Sterling Info

Systems and/or SJV and Associates and/or TransUnion and/or Experian Rent Bureau and/or National Student Clearing House and/or First Advantage –Core Logic and/or Quest Diagnostics and/or Lab Corps 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 User (or any third party receiving such information from or through User) furnished by or through VeriFirst Background Screening, LLC and/or Verifirst.com and/or Lexis Nexis, and/or Background Data Solutions “BDS”, and/or Acxiom International Security Services, “Acxiom” and/or Softech International Inc. and/or Sterling Info Systems and/or SJV and Associates and/or TransUnion and/or Experian Rent Bureau and/or National Student Clearing House and/or First Advantage –Core Logic and/or Quest Diagnostics and/or Lab Corps . User covenants not to sue or maintain any cause of action, claim, demand, cross-claim, third party action or other form of litigation or arbitration against, VeriFirst Background Screening, LLC and/or Verifirst.com and/or Lexis Nexis, and/or Background Data Solutions “BDS”, and/or Acxiom International Security Services, “Acxiom” and/or Softech International Inc. and/or Sterling Info Systems and/or SJV and Associates and/or TransUnion and/or Experian Rent Bureau and/or National Student Clearing House and/or First Advantage –Core Logic and/or Quest Diagnostics and/or Lab Corps , their officers, directors, employees, contractors agents, affiliated bureaus or subscribers, arising out of or relating in any way to the services (or information therein) of VeriFirst Background Screening, LLC and/or Verifirst.com and/or Lexis Nexis, and/or Background Data Solutions “BDS”, and/or Acxiom International Security Services, “Acxiom” and/or Softech International Inc. and/or Sterling Info Systems and/or SJV and Associates and/or TransUnion and/or Experian Rent Bureau and/or National Student Clearing House and/or First Advantage –Core Logic and/or Quest Diagnostics and/or Lab Corps being blocked by VeriFirst Background Screening, LLC and/or Verifirst.com and/or Lexis Nexis, and/or Background Data Solutions “BDS”, and/or Acxiom International Security Services, “Acxiom” and/or Softech International Inc. and/or Sterling Info Systems and/or SJV and Associates and/or TransUnion and/or Experian Rent Bureau and/or National Student Clearing House and/or First Advantage –Core Logic and/or Quest Diagnostics and/or Lab Corps or not being accurate, timely, complete or current.

13. Audit. User understands and agrees that in order to ensure compliance with the GLBA, DPPA, FCRA, and other similar state or federal laws, regulations or rules, regulatory agency requirements, the terms and conditions of Use of the web site contained herein, and VeriFirst Background Screening, LLC. and VeriFirst.Com’s obligations under its contracts with its data providers, VeriFirst Background Screening, LLC. and VeriFirst.Com may conduct periodic reviews of the User’s use of the VeriFirst Background Screening, LLC. and VeriFirst.Com Services and may, upon reasonable notice, audit the User’s records, processes and procedures related to User’s use, storage and disposal of VeriFirst Background Screening,

LLC. and VeriFirst.Com Services and information received there from. User agrees to cooperate fully with any and all audits. Violations discovered in any review and/or audit by VeriFirst Background Screening, LLC. and VeriFirst.Com will be subject to immediate action including, but not limited to, suspension or termination of the license to use the VeriFirst Background Screening, LLC. and VeriFirst.Com Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

14. Choice of Law: By the use of the VeriFirst.Com web site and/or any VeriFirst.Com reports and/or data and information obtained through the use of the VeriFirst.Com web site, User agrees that Pennsylvania law, not including its choice of law rules but including its statutes of limitations, governs all questions concerning the rights or obligations of the User and VeriFirst Background Screening, LLC. and VeriFirst.Com, and/or claims, disputes, legal actions and/or causes of actions including but not limited to, actions in contract, and/or tort (including strict liability and intentional tort) arising from the operation and/or use of VeriFirst.Com and/or arising from the use and/or distribution of VeriFirst.Com reports and/or any information contained therein and/or information obtained through the use of VeriFirst.Com. User further agrees and consents to the personal jurisdiction of any State or Federal court of the Commonwealth of Pennsylvania, and that any action related to questions concerning the rights or obligations of the User, VeriFirst Background Screening, LLC. and VeriFirst.Com, and/or claims, disputes, legal actions and/or causes of actions including but not limited to, actions in contract, and/or tort (including strict liability and intentional tort) arising from the operation and/or use of VeriFirst.Com and/or arising from the use and/or distribution of VeriFirst.Com reports and/or any information contained therein, must be brought in a State or Federal court in the Commonwealth of Pennsylvania.

15. Entire Agreement. These terms and conditions of use of VeriFirst.Com constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations or understandings, whether oral or written, except for a Customer Agreement or Schedules attached and incorporated in the Customer Agreement between the User and VeriFirst Background Screening, LLC., executed by both parties, for VeriFirst.Com reports or services obtained through the use of the VeriFirst.Com web site. The User agrees that if there is a conflict between the terms and conditions of use of VeriFirst.Com and the terms and conditions set forth in an executed Customer Agreement between the User and VeriFirst Background Screening, LLC., the terms and conditions set forth in the herein Terms and Conditions of Use of VeriFirst.Com shall apply. The User further agrees that if there is a conflict between the terms and conditions of use of VeriFirst.Com and the terms and conditions set forth in an executed Customer Agreement between the User and VeriFirst Background Screening, LLC. related to fees paid to VeriFirst Background Screening, LLC., the terms and conditions set forth in the executed Customer Agreement shall apply.

16. Viruses. The User agrees that VeriFirst Background Screening, LLC. and VeriFirst.Com assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect the your computer equipment or other property or account of your access to use, of, or browsing the VeriFirst.Com web site or your downloading of any data, text or other information from the web site.

17. United States Export Control Software, data and/or information, from the VeriFirst.Com web site may be subject to United States Expert Control. VeriFirst Background Screening, LLC. and VeriFirst.Com does not authorize the downloading or exportation of any software or technical data from the VeriFirst.Com web site to any jurisdiction prohibited by the United States Export Laws.

18. Waiver No waiver by either party of any breach or default here under shall be deemed to be a waiver of any preceding or subsequent breach or default.

19. Change or Modification of Terms. VeriFirst Background Screening, LLC. and VeriFirst.Com have the right at any time to change or modify the terms and conditions applicable to the use of the VeriFirst.Com web site, or any part thereof, or to impose new conditions. Such changes, modification, additions, or deletions shall be affective immediately upon notice thereof, which may be given by any means including without limitation, posting the changes, modifications, additions, or deletions on the web site or by electronic or conventional means. Any use of the VeriFirst.Com web site after such notice shall be deemed to constitute acceptance of such changes, modifications, additions, or deletions.

20. Certification Pursuant To The Fair Credit Reporting Act 15 U.S.C. § 1681b and § 1681e. I, (The User), in compliance with Section 604 and 607 of the Fair Credit Reporting Act, 15 U.S.C. § 1681b and § 1681e, by my use and/or continued use of this website, certify that: (1) I have made a clear and conspicuous disclosure in writing to the employee/tenant applicant before the consumer report was procured or caused to be produced, in a document that consists solely of the disclosure, that a consumer report may be obtained for tenant or employment purposes; (2) the consumer has authorized in writing the procurement of the consumer report; (3) I will only use the consumer report for a permissible purpose as identified in Section 604 of the Fair Credit Reporting Act, 15 U.S.C. 1681b; (4) the specific permissible purpose for which I will use the consumer report is for tenant or employment purposes; (5) I will not use the information obtained from the consumer report in violation of any federal or state equal opportunity law or regulation; (6) I have received a copy of the, "Notice To Users Of Consumer Reports: Obligations Of Users Under The FCRA" from VeriFirst Background Screening, LLC. and VeriFirst.Com. in compliance with Section 607 of the Fair Credit Reporting Act, 15 U.S.C. §1681e; (7) I am aware that I may obtain a complete copy of the United States Fair Credit Reporting Act, 15 U.S.C. Section §§ 1681-1681y from <http://www.ftc.gov/os/statutes/fcra.htm>; (8) I have received from VeriFirst Background Screening, LLC. and

VeriFirst.Com a copy of the “Summary Of Consumer Rights Under the FCRA, prescribed by the Federal Trade Commission; (9) I am in full compliance with my obligations as a “User of Consumer Reports” under the United States Fair Credit Reporting Act, 15 U.S.C. Section §§ 1681-1681y.

I further certify that before I take adverse action against the applicant, based in whole or in part on information in the consumer report, I will give the applicant a “Pre-Adverse Action Disclosure” that includes not less than: (1) a complete copy of the applicant’s entire consumer report (including any investigative consumer report), and (2) A copy of the Summary Of Consumer Rights Under the FCRA”.

I further certify that after I have taken adverse action against the applicant, based in whole or in part on the information in the consumer report, I will notify the applicant that adverse action has been taken based in whole or in part on the report.

I further certify that this “Adverse Action Notice” will include: (1) the name, address and phone number of VeriFirst Background Screening, LLC. (the consumer reporting agency that supplied the consumer report and/or investigative consumer report); (2) A statement that VeriFirst Background Screening, LLC did not make the decision to take the adverse action and cannot give specific reasons for it; and, (3) A statement of the applicant’s right to dispute the accuracy of any information contained in the consumer report and to obtain an additional free copy of the report from VeriFirst Background Screening, LLC. upon request within 60 days and a copy of the “Summary of Consumer Rights Under the FCRA”.

I further acknowledge that the FCRA provides that, ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING

AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

DISCLAIMER:

THE FAIR CREDIT REPORTING ACT (FCRA) INFORMATION CONTAINED HEREIN IS INTENDED AS GENERAL INFORMATION AND DOES NOT CONTAIN ALL OF THE REQUIREMENTS OF THE FAIR CREDIT REPORTING ACT (FCRA). STATE LAWS AND REGULATIONS MAY ALSO IMPOSE ADDITIONAL OBLIGATIONS AND RESPONSIBILITIES UPON YOU AS THE USER OF CONSUMER REPORT INFORMATION FOR TENANT AND EMPLOYMENT BACKGROUND SCREENING. THE VERIFIRST.COM WEBSITE AND THE CONTENTS OF THE DOCUMENTS AND SAMPLE FORMS PROVIDED ON THE WEBSITE, SHOULD NOT BE RELIED UPON OR CONSTRUED AS LEGAL ADVICE OR LEGAL OPINION. VERIFIRST BACKGROUND SCREENING, LLC. SUGGESTS THAT YOU, AS THE USER OF CONSUMER REPORTS CONSULT WITH, AND SEEK THE ADVICE OF LEGAL COUNSEL REGARDING YOUR DUTIES AND RESPONSIBILITIES UNDER THE FAIR CREDIT REPORTING ACT (FCRA) AND STATE LAWS AND REGULATIONS PRIOR TO IMPLEMENTING YOUR TENANT OR EMPLOYEE BACKGROUND SCREENING POLICIES AND PROCEDURES AND PRIOR TO OBTAINING A CONSUMER REPORT FROM VERIFIRST BACKGROUND SCREENING, LLC.

IF YOU DO NOT AGREE TO WITH THE TERMS AND CONDITIONS OF USE OF VERIFIRST.COM, PLEASE DO NOT USE THIS WEB SITE.