

P O Box 35563, Tulsa, Ok 74153

ACCUFAX MEMBER SERVICE AGREEMENT Rev. 06/04

[] Proprietorship [] Partnership [] Corporation [] Other_____

Member Name: _____

Billing Address: _____

Email Billing Address: _____ May we email your bill? Yes___No___

Physical Address: _____

City:_____ State:_____ Zip:_____

Telephone: () _____ Fax Telephone: () _____ E-Mail:_____

Contact Name: _____ Title: _____

We apply for membership in ACCUFAX and hereby appoint ACCUFAX as member’s agent for purposes of inquiry as to Credit History, Credit Rating, Employment, Factual Pre-Employment reports, Employment, Driving, Criminal and other public record history information. We agree to abide by the applicable Federal (91-508), State Fair Credit Reporting and Equal Credit Opportunity Acts, and all other laws pertinent to any inquiry or information requested through ACCUFAX, our agent, for our use.

Annual Membership Fees and Permissible Purposes:

Employment Screening/Volunteer Screening (Type Code 35) \$50.00

We agree to pay charges due on receipt of statements, at time of receipt; to pay 1.5% monthly interest on charges 30 days or more past due; to pay reasonable attorney fees for the enforcement of the terms of this agreement. If the member is delinquent in payment of charges, or is violating the terms of this agreement, ACCUFAX may, at its election, discontinue providing service and cancel this agreement immediately on written notice to the member. **I certify that we are the end user and that we will not resell the information in whole or in part to any third party.**

Print Name:_____, Dated this_____day of _____

Signature:_____ Title_____

Accepted by ACCUFAX Div., Southvest Inc.

Name_____ Title_____ Date_____ Officer

Salesperson: _____.

P O Box 35563, Tulsa, Ok 74153

MEMBER SERVICE AGREEMENT rev 06/04

Subscriber employs ACCUFAX herein for a beginning period of twelve months and this agreement automatically extends for additional twelve month periods thereafter. This agreement may be terminated at any time on thirty days written notice.

The monthly charges are payable on receipt of invoice or statement. A minimum delinquency charge of five dollars will be added for outstanding balances of less than three hundred dollars. Accounts over three hundred dollars will have a delinquency charge of the maximum percentage allowed by law added to the balance of any account balance thirty days past due.

The information provided to certain subscribers are based on a facsimile of the records of criminal histories, driving records or other such public record information requested by subscriber. No warranty, express or implied, exists that the person who is the subject of the inquiry is in fact the same person that may be found in the facsimile record of the court clerk's office or files. Positive identification must be made by the subscriber. Further, ACCUFAX does not indemnify subscriber from any loss resulting from inaccuracies from public record or third party sources.

ACCUFAX warrants a complete and correct listing of cases or other related similarly named cases as they appear in the public records in the geographical area in which ACCUFAX has compiled data.

Subscriber agrees ACCUFAX may use subscriber name in it's promotion or advertising material.

ACCUFAX or ACCUFAX shall not be held responsible or liable for any delays in or failure or suspension of service caused by mechanical or power failures, strikes, labor difficulties, fire inability to operate or obtain service for its equipment, acts of God or other causes beyond the control of ACCUFAX or ACCUFAX .

Subscriber agrees in the event of the breach of security at the subscriber's location(s) or by a subscriber's employee, or ex-employee to hold ACCUFAX or ACCUFAX harmless and indemnify them from any and all loss.

Subscriber certifies it has legitimate business purpose and need in connection with a business transaction involving any information provided by ACCUFAX and subscriber certifies that the information provided by ACCUFAX may only be used for permissible purpose as described in public law 91-508, Federal Fair Credit Reporting Act. Further, subscriber nor its employees will obtain any personal credit histories or other information provided by ACCUFAX, on themselves, through ACCUFAX, nor will any information be reported in violation of any other provision of 91-508 permissible purposes, including Section 605 "obsolete information", or any other federal or state law. Violation of this agreement may result in automatic termination and litigation.

This agreement may be assigned by subscriber only with the prior express written consent of ACCUFAX. Subscriber shall not permit any person, other than its officers, agents or employees to use subscriber's access number(s), or software or terminals used to access ACCUFAX systems at any location not authorized by ACCUFAX.

In the event subscriber violates the terms of this agreement, subscriber agrees to pay all costs for steps taken by ACCUFAX , whether by lawsuit or otherwise, to defend, preserve, or enforce the rights under this agreement. Subscriber and ACCUFAX further agree that this agreement shall be governed by, construed and enforced under the internal laws of the State of Oklahoma. In addition, all rights and duties of Subscriber and ACCUFAX, arising from services performed or agreed to be performed by ACCUFAX, shall be determined under the internal laws of the State of Oklahoma. The exclusive venue for any litigation involving (I) this agreement or enforcement thereof, or (II) any claims between Subscriber and ACCUFAX arising from services performed or agreed to perform by ACCUFAX, shall be the District Court of Tulsa County, Oklahoma or the United States District Court for the Northern District of Oklahoma, and Subscriber expressly consents to the jurisdiction of those courts for the purposes of such litigation.

Subscriber, by providing ACCUFAX with information regarding tenants, warrants the information collected and distributed to ACCUFAX, if any, is accurate and factual and Subscriber shall hold ACCUFAX harmless from any liability arising from the use of such information. This agreement is governed by the laws of the State of Oklahoma and shall inure to and be binding upon the successors and assigns of ACCUFAX and the heirs, executors and assigns of the subscriber.

Subscriber herewith nominates, appoints and employs ACCUFAX or ACCUFAX as the subscriber's agent for the purpose of inquiry as to the rental history, credit history, credit rating, employment history, factual pre-employment information, verification of employment and other such public record information as shall be requested. All information collected and gathered shall be deemed to be on the part of the Subscriber and such information shall become the sole property of ACCUFAX or ACCUFAX , once collected. **ACCUFAX or ACCUFAX do not warrant the accuracy or timeliness of wanted fugitive reports. Subscriber warrants that ACCUFAX and ACCUFAX will be held harmless of any liability or damage arising from using wanted fugitive reports or violation or misuse of any information by Subscriber.**

I have read and understand the above conditions of this agreement.

Signature: _____ Date: _____

P O Box 35563, Tulsa, Ok 74153

MEMBER SERVICE AGREEMENT rev 06/04

**ADDENDUM TO ACCUFAX MEMBER SERVICE AGREEMENT
-AGREEMENT OF COMPLIANCE-**

In compliance with the Federal Fair Credit Reporting Act as amended by the Consumer Credit Reporting Reform Act of 1996, 15 U.S.C. Section 1681 et. Seq. (The Act)

_____ (“End User”) hereby certifies to **ACCUFAX DIV., SOUTHVEST Inc.** (A Consumer Reporting Agency) that it will comply with the following provisions:

1. End User will ensure that prior to requesting or making request for a consumer Report or a consumer report for employment purposes that:
 - a.) a clear and conspicuous disclosure has been made in writing to the consumer (applicant) at any time before the report is requested or procured, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and
 - b.) the consumer has authorized in writing the procurement of the report by the End User.

2. In using a consumer report or consumer report for employment purposes, before taking any adverse action used in whole or in part on the report, the End User shall provide to the consumer (applicant) TO WHOM THE REPORT RELATES;
 - a.) a copy of the report; and
 - b.) a description in writing of the rights of the consumer under the Act.

The information from the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation, or any other applicable law.

End user hereby acknowledges receipt of the Summary of Consumer Rights, and agrees to indemnify and save harmless **ACCUFAX Div., Southvest Inc.**, its affiliated companies, their officers, employees, and agents from any and all liability and responsibility arising from End User’s failure to comply with the Fair Credit Reporting Act.

End User Company

ACCUFAX DIV., SOUTHVEST INC.

Authorized Signature, Title

Accepted By:

Date_____

Date_____