

Background Service Agreement

This Services Agreement (the "Agreement") between Information On Demand, Inc., a Georgia corporation company with its principal place of business at Post Office Box 757 Blairsville, GA 30514 ("Information On Demand") and Client as designated in the Client Signup Screen on Information On Demand's signup page. The date of this agreement will be the date that the client signs up with Information On Demand, Inc. and for that purpose will become a Customer of Information On Demand, Inc.

1. Nature of Agreement. The purpose of this Agreement is to set forth the terms and conditions under which Information On Demand has agreed to provide to Customer, and Customer has agreed to purchase from Information On Demand, certain services. Such services are described in more detail in one or more attachments to this Agreement, each of which is referred to as a "Services Attachment." Any materials, data or other content made available to Customer in connection with the Information On Demand Services are referred to in this Agreement as the "Licensed Content." Certain portions of the Licensed Content may originate with third-party court agencies of Information On Demand. Such persons are referred to herein as the "Third-Party Court Agencies." Information On Demand will be obligated to provide its services (the "Information On Demand Services") once Information On Demand and Customer have agreed in writing to this Agreement and one or more Services Attachments. In the event of any conflict between this Agreement and a Services Attachment, the terms of this Agreement will apply.

2. Information On Demand shall use its best efforts to provide the Information On Demand Services in a professional and workmanlike manner consistent with industry standards and applicable laws and regulations. However, because the provision of the Information On Demand Services involves the use by Information On Demand of third-party court agency providers and licensors, as well as of the internet and third-party technology providers, Information On Demand cannot be responsible for problems arising from such sources. Additionally, the factual information included in the Court Content is derived from third-party court records, and while Information On Demand will use reasonable efforts in the sourcing of such information, it cannot and does not guarantee the accuracy or completeness of such information. The Court Content constitutes the "Confidential Information" (as defined below) of Information On Demand and its Third-Party Court Agencies, and is therefore subject to the confidentiality provision of this Agreement. Customer may only use the Court Content, including the Screening Reports, for its own internal business purposes, and may not disseminate, recompile, or otherwise use the Court Content for any purpose not permitted herein.

3. Compliance with Applicable Laws and the Security of Passwords.

(a) Information On Demand agrees that it will comply with all laws and regulations applicable to its provision of the Information On Demand Services;

(b) Customer agrees and certifies that the Information On Demand Services are being purchased for employment purposes only and will be used for the purpose of evaluating the subject (“Consumer”) for employment, promotion, reassignment, or retention as an employee (“Employment Purposes”). Customer’s use of Information On Demand Services for any purpose other than Employment Purposes is PROHIBITED. Furthermore, Customer represents that until it notifies Information On Demand otherwise in writing, Customer is not a private detective, detective agency, investigative company, bail bondsman, attorney or law firm, credit or financial counseling firm, “credit repair clinic” or the like (each, a “Restricted Company”), and that Customer will be the sole end user of all Information On Demand Services. Customer, in ordering and using Information On Demand Services for employment purposes, understands its obligations under:

- i) The federal laws, including but not limited to, Fair Credit Reporting Act (“FCRA”), the Americans With Disabilities Act (“ADA”), and the Drivers Privacy Protection Act (“DPPA”);
- ii) applicable state laws including but not limited to any legal requirements for the applicable specific state forms, certificates or documents; and
- iii) The amendments to such statutory rules, codes and regulations as well as any case law interpreting such statutes, rules, codes and regulations ((i), (ii), and (iii) collectively referenced herein as “The Laws”). Customer will comply with all such obligations, and will be responsible for its own regulatory compliance and staying current with all The Laws. Customer has a copy of and understands the Federal Trade Commission’s “Notice to Users of Consumer Reports: Obligations of Users Under the FCRA”.

Customer shall not hold Information On Demand responsible for any information or opinions regarding the Laws. Information On Demand disclaims any information it may give to Customer regarding the Laws, and Customer shall use the information at its own risk. Information provided by Information On Demand does not replace or waive Customer’s compliance obligations under The Laws or this Agreement. Customer acknowledges and agrees that it should obtain such legal or compliance information or any other advice regarding The Laws from its own counsel. Customer hereby certifies and with each order of a Consumer Report continues to certify that it has filed all applicable state forms required by The Laws and complies with The Laws, and will use the Information On Demand Services in compliance with The Laws and this Agreement.

Prior to ordering Information On Demand Services, Customer verifies that it has given a clear and conspicuous disclosure to the Consumer, in a document that consists solely of the disclosure, that Customer is obtaining a Consumer Report on the Consumer for employment purposes; and that the Consumer has authorized Customer in writing to obtain the Consumer Report for such purposes.

Prior to taking any adverse action based in whole or in part on such Consumer Report, Customer will provide the Consumer with a copy of the Consumer Report, and a description in writing of the rights of the Consumer under the FCRA in the form published by the Federal Trade Commission.

Customer will not use any Consumer Report in violation of any federal or state equal opportunity law or regulation; order any worker's compensation information on a Consumer unless Customer has made a conditional offer of employment to the Consumer; or use such information in violation of the FCRA, ADA, DPPA or any applicable state law, or any of The Laws. In addition, together with each order of a Consumer Report for employment purposes, Customer will recertify as to the matters set forth above and provide such rectification to Information On Demand and Consumer. Customer will retain the Consumer authorizations described above for at least two (2) years, and will make available copies or originals of any or all such authorizations as may be requested from time to time by Information On Demand.

If Information On Demand Services include motor vehicle information ("MVRs"), Customer shall be responsible for understanding and for staying current with all specific state forms, certificates of use or other documents or agreements including any changes, supplements or amendments thereto imposed by the states (collectively referred to as "Specific State Forms") from which it will order MVRs.

Customer will verify the identities of the subjects of all Information On Demand Services, obtain the permission of each Consumer when required under applicable federal and state laws in the form required under such laws, and provide all notices and disclosures required under such laws: refer Consumers to Information On Demand for all inquiries regarding Information On Demand Services; and permit Information On Demand to audit Customer's procedures related to this Agreement.

- (c) Upon receipt of written notice from Customer that Customer is a Restricted Company, Customer agrees to accept responsibility for Customer's Client's compliance with the requirements set forth in Section 3(b) of this Agreement, and that Customer will provide Customer's Client with the requirements set forth in Section 3(b) of this Agreement in written form.
- (d) Customer may be issued certain passwords in connection with the Information On Demand Services and shall be responsible for maintaining their confidentiality and security, and for all activities conducted under Customer's account, including all fees associated therewith.

3. Certain Definitions. For the purposes of this Agreement, "Customer-Supplied Information" shall mean any factual information about a "Consumer" which Customer or Consumer provides or agrees to provide to Information On Demand; a "Consumer" is a person that is identifiable by a unique first name, middle name, last name, date of birth and Social Security number and such other unique details (if any) as may be set forth in an applicable Service Attachment; "Reviewer" shall mean the individual or individuals designated by Customer or Consumer from time to time to receive "Background Reports" from Information On Demand; "Background Reports" are those notifications or reports provided by Information On Demand to Customer that detail the results of a search; "Rules" are the criteria upon which Customer and Information On Demand have agreed and which determine when the details of a record meet an agreed-upon threshold and should be disclosed to Customer; "Information On Demand

Website” is the methodology of web interfaces and database platforms used by Information On Demand to deliver the products and services that it sells.

4. Security of Computer Systems and Networks. Customer agrees to use the software, networks and hardware provided by Information On Demand only in accordance with the terms of this Agreement. Customer additionally agrees to prohibit its employees and agents from interfering with or disrupting the use of any such systems or the Information On Demand Services.

5. Background Service Account Termination. Either party may terminate a Background Services or this Agreement on written notice to the other in the event of a material breach thereof which has not been cured within thirty (30) days of written notice of such breach.

6. Effect of Termination. On the effective date of termination of this Agreement or any applicable Service, neither party will have any continuing obligations to the other except as expressly set forth herein, and: (a) Information On Demand will no longer make the Information On Demand Background Services available unless otherwise agreed by the parties in writing; (b) Information On Demand will deliver any Screening Reports to which the Customer was entitled (paid for searches) as of the date of expiration or termination in accordance with original delivery terms (unless Information On Demand has terminated Background Services or this Agreement for cause under the provisions of Section 7 hereof); (c) Customer shall pay Information On Demand all amounts theretofore accrued in accordance with the original payment terms; and (d) each party will return (or certify in writing that it has destroyed) all Confidential Information of the other within thirty (30) days, retaining only such copies thereof as are required to comply with applicable legal or accounting record-keeping requirements.

7. Confidential Information. Each of the parties hereby acknowledges that in the course of performing its obligations hereunder, the other party may disclose to it certain information and know-how of a technical, financial, operational or other sort, which the disclosing party has identified as such or which a reasonable person would believe to be the same, that is non-public and otherwise confidential or proprietary to the disclosing party (“Confidential Information”). Each party acknowledges that any Confidential Information disclosed to it is of considerable commercial value and that the disclosing party would likely be economically or otherwise disadvantaged or harmed by the direct or indirect disclosure thereof, except as specifically authorized by the disclosing party. Each party therefore agrees to keep in strict confidence and trust all such Confidential Information that may from time to time be disclosed to it, and agrees not to disclose such information to any third party for any purpose other than those permitted herein without the prior written consent of the other. Each party agrees that because of the extraordinary nature of such information, the disclosing party may not have an adequate remedy at law in the event of the non-disclosing party’s breach or threatened breach of its non-disclosure obligations, and that the disclosing party may suffer irreparable injury and as a result of any such breach. Accordingly, in the event either party breaches or threatens to breach the obligations of confidentiality set forth in this paragraph, in addition to and not in lieu of any legal or other remedies, the non-breaching party may pursue hereunder or under applicable law, each party hereby shall have the right to seek equitable relief (including the issuance of a temporary restraining order, preliminary injunction or permanent injunction) from a court of competent jurisdiction prohibiting any such breach

or threatened breach. The provisions of this paragraph shall not apply to any information identified as confidential if and to the extent it was (i) independently developed by the receiving party as evidenced by documentation in such party's possession, (ii) lawfully received by it free of restrictions from another source having the right to furnish the same, (iii) generally known or available to the public without breach of this Agreement or a Services Attachment by the receiving party or (iv) known to the receiving party free of restriction at the time of such disclosure as evidenced by documentation in such party's possession.

8. Force Majeure. Neither party shall be liable for any delays or failures to perform any of its obligations hereunder to the extent that such delays or failures are due to circumstances beyond its reasonable control, including acts of God, strikes, riots, acts of war, or governmental regulations imposed after the date of this Agreement.

9. Notices. All notices, requests or communications required hereunder shall be in writing and shall be deemed to have been duly given (i) upon delivery, if delivered personally against written receipt, (ii) three (3) days after posting by certified air mail, postage prepaid, return receipt requested, (iii) upon confirmed receipt, if delivered by telecopy or (iv) the next day, if delivered by a recognized overnight commercial courier, such as Federal Express or UPS, addressed in each instance to the parties at the addresses first set forth above (or at such other addresses as shall be given by either of the parties to the other in accordance with this paragraph).

10. Disclaimer of Warranties. Except for the express warranties stated in this Agreement, neither Information On Demand nor any Third Party Licensor makes, and each hereby disclaims, any and all other express, implied and/or statutory warranties with respect to the Information On Demand Services and/or Licensed Content, including, but not limited to, warranties of title, merchantability, fitness for a particular purpose.

11. Limitations of Liability. Except for a breach of Section 7 ("Confidentiality") or the indemnification obligations arising under Section 13 ("Indemnification"), in no event will either party be liable to the other party or any third party for any special, incidental, punitive, indirect or consequential damages, including, but not limited to, lost revenue or lost profits, even if advised of the possibility of such damages, whether arising under a theory of contract, tort (including negligence), strict liability or otherwise.

12. Basis of the Bargain; Failure of Essential Purpose. The parties acknowledge that Information On Demand has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

13. Indemnification.

(a) Except as otherwise limited by the other provisions of this Agreement, the parties agree to indemnify, defend and hold harmless one another and any employee, representative, agent, director, officer or permitted assign of the other (each an "Indemnified Party") from and against any and all claims, actions, suits, proceedings, liabilities, obligations, losses, and damages, amounts paid in settlement, interest, costs and expenses (including reasonable attorneys' fees, court costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) (collectively, "Losses") arising out of a third party claim, as follows:

(i) In the case of a claim against Information On Demand alleging that:

(1) Customer or Customer's Client violated or failed to comply with any provision of this Agreement or applicable law in its use or handling of Licensed Content provided by Information On Demand;

(2) Customer or Customer's Client violated or failed to comply with applicable policies, procedures or law in the collection and use of Customer-Supplied Information;

(3) Customer or Customer's Client infringed a copyright or trademark or misappropriated a trade secret by using the Information On Demand Services or Licensed Content in an unauthorized manner; or

(4) Information On Demand contributed to, participated in, or otherwise influenced Customer's or Customer's Client's decision and/or action to engage or not engage in a particular relationship with a Unique Person (e.g., an employment relationship or otherwise) or entity.

(ii) In the case of a claim against Customer alleging that:

(1) Information On Demand violated or failed to comply with any provision of this Agreement or applicable law in providing the Information On Demand Services or Content to Customer;

(2) Information On Demand failed to comply with applicable policies, procedures or law in collecting, handling or disclosing Content; or

If Information On Demand receives notice of an alleged claim under 14(a)(ii)(3), believes a claim is likely, or if Customer's use of the Information On Demand Services is prevented by permanent injunction, Information On Demand shall at its sole option and expense (a) procure for Customer the right to continued use thereof, (b) modify the Information On Demand Services so that they remain functionally equivalent but no longer infringe, or (c) replace the Information On Demand Services with services of equal or superior functionality. Information On Demand will have no liability to Customer if any alleged

infringement or claim is based on the use of the Information On Demand Services in connection or in combination with equipment, devices or software not provided by Information On Demand (if the combination is the basis for such a claim), or is based on the use of the Licensed Content or the Information On Demand Services in a manner for which they were not intended by the parties or authorized by Information On Demand.

(a) Whether or not the Indemnifying Party chooses to defend or prosecute any such third party claim both parties hereto shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith.

(b) The Indemnified Party seeking indemnification under this Agreement shall promptly notify in writing the party against whom indemnification is sought (the "Indemnifying Party") of the assertion and basis of any claim, or the commencement and basis of any action, suit or proceeding by any third party in respect of which indemnity may be sought hereunder and will give the Indemnifying Party such information with respect thereto as the Indemnifying Party may reasonably request, but failure to give such notice shall not relieve the Indemnifying Party of any liability hereunder (unless the Indemnifying Party has suffered material prejudice by such failure).

(c) The Indemnified Party shall not consent to, or enter into, any compromise or settlement (which settlement (i) commits the Indemnifying Party to take, or to forbear to take, any action, or (ii) does not provide for a complete release of the Indemnifying Party) of, or consent to the entry of any judgment arising from, any such claim without the Indemnifying Party's prior written consent, not to be unreasonably withheld.

14. **Assignment.** Either party may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Neither party may otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, and any attempted assignment or delegation without such consent (with such consent not to be unreasonably withheld) will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

15. **Export Controls.** Customer will not export, re-export, transfer, or otherwise make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all U.S. export control laws and regulations and those of any other country within whose jurisdiction Customer operates or does business.

16. Dispute Resolution. The parties agree that any dispute or claim arising out of this Agreement shall be finally settled by binding arbitration under the Streamlined Arbitration Rules of JAMS, as modified herein. The arbitration hearing shall take place in Blairsville, Georgia. A single arbitrator will be chosen according to JAM's Streamlined Arbitration Rules within forty-five (45) days of submission of the matter to arbitration. If the parties cannot agree on one arbitrator, JAMS shall appoint the arbitrator. The arbitrator shall conduct the arbitration in accordance with the Georgia Rules of Civil Procedure. No discovery of any kind shall be taken by either party without the written consent of the other party, provided, however, that either party may seek the arbitrator's permission to take any deposition which is necessary to preserve the testimony of a witness who either is, or may become, outside the subpoena power of the arbitrator or otherwise unavailable to testify at the arbitration. The arbitrator shall have the power to grant any remedy or relief that the arbitrator deems just and equitable, except that the arbitrator shall not have the power to award attorneys fees, punitive damages, treble damages, or any other damages which are not compensatory, even if permitted under the laws of the State of Georgia or any other applicable law. To the extent possible, the arbitration hearings and award will be maintained in confidence. The fees and disbursements of the arbitrator shall be borne equally by the parties, with each party bearing its own expenses for counsel and other out-of-pocket costs. The arbitration award may be enforced in any court having jurisdiction over the parties and the subject matter of the arbitration.

Prior to the appointment of the arbitrator, and within twenty (20) days from the date of commencement of the arbitration, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within 30 days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed forthwith. The mediation may continue, if the parties so agree, after the appointment of the arbitrators. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

Notwithstanding the foregoing, either party may apply to any court having jurisdiction over the parties and the subject matter of the dispute for a temporary restraining order and/or preliminary injunction to enjoin the other party from misappropriating, or infringing, any intellectual property right of the moving party, or to enforce the termination or confidentiality provisions of this Agreement or any arbitration

award, and the parties consent to the jurisdiction of the state and federal courts located in Fulton County, Georgia for such purposes.

17. Miscellaneous.

(a) Except as otherwise set forth specifically herein, the remedies provided by this Agreement are not intended to be exclusive. Each shall be cumulative and shall be in addition to all other remedies available to either party under law or equity.

(b) This Agreement shall be construed in accordance with the laws of the State of Georgia, without reference to the conflict of law provisions thereof. Venue for any action seeking injunctive relief under this Agreement shall be in Blairsville, Georgia. Each of the parties hereby irrevocably submits to the jurisdiction of the United States District Court for the Northern District of Georgia.

(c) This Agreement and its Background Services constitute the complete understanding and agreement of the parties with respect to the subject matter hereof, and supersede all prior communications and agreements with respect thereto. They may not be modified, amended or in any way altered, except in a writing signed by both parties. No agent of any party hereto is authorized to make any representation, promise or warranty inconsistent with the terms hereof. Captions used herein are for convenience of reference only, and shall not be used in the construction or interpretation hereof. This Agreement may be executed in counterparts, all of which together shall be deemed one and the same Agreement.

(d) The parties to this Agreement are and shall remain independent contractors, and nothing herein shall be construed to create a partnership or joint venture between them and neither shall have the power or authority to bind or obligate the other in any manner not expressly set forth herein.

(e) If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. No term hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach. Except as otherwise expressly provided in this Agreement, there are no third party beneficiaries to this Agreement.

(f) Customer agrees that Information On Demand may during the term hereof or of any applicable Background Services and for a reasonable period thereafter publicly refer to Customer as a customer, and that Information On Demand may on reasonable notice to Customer audit Customer's compliance herewith. Any such audit shall be at Information On Demand's sole cost and expense and be conducted in a manner which will not unreasonably interfere with Customer's normal business operations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their filling out the information page of the sign up and by clicking the box on the Terms and Agreement.

Information On Demand, Inc.

Terms of Use Agreement Governing Use of the Information On Demand, Inc. Hosted Service

IMPORTANT — READ CAREFULLY: This Terms of Use Agreement ("Agreement") is a legal agreement between Information On Demand, Inc. ("Company") and the person accessing the Hosted Service ("you"), and governs your use of the Hosted Service.

You have been invited to access and use the Hosted Service by Company or its representative. By accessing or otherwise using the Hosted Service (including any portion of the Hosted Service) or any of the data from the Hosted Service, you represent that: (a) you are either (i) a researcher providing information to Company in connection with a background check (or an employee or agent of, or consultant to, such a researcher who is authorized to accept these terms on behalf of that researcher, in which event "you" and "your" will refer to you and such researcher); or (ii) a customer purchasing background check services from Company (or an employee or agent of, or consultant to, such a customer who is authorized to accept these terms on behalf of that customer, in which event "you" and "your" will refer to you and such customer), and (b) you intend to be personally bound by the terms of this Agreement. If you are not so authorized or do not intend to be personally bound, Company is unwilling to provide you with access to the Hosted Service and the access or use of the Hosted Service is a violation of U.S. and international copyright laws and conventions.

1. Defined Terms

“Hosted Service” means the provision of access over the Internet to the Company Intellectual Property for your Authorized Use.

“Authorized Use” means that you may access or use the Hosted Service only as follows: (a) if you are a researcher to Company, you may access and use the Hosted Service to provide information to Company in connection with a background check; and (b) if you are a customer of Company, you may access and use the Hosted Service to order and purchase background check services from Company.

“Company Intellectual Property” means the background check software as well as other software (including application logic (in source or object code form), databases, and user interfaces), integrations, and embedded business processes, which are used to provide the Hosted Service, whether owned by Company or licensed to Company by third party licensors, developers or other suppliers (collectively, “Suppliers”). Company Intellectual Property includes any modifications, error corrections, updates, enhancements, and upgrades to the Company Intellectual Property; any HTML code and/or Java applet(s) generated by or included in the Hosted Service; the Company’s website through which the Hosted Service is accessed; content included on the Company’s website and any information generated by or collected through use of the Hosted Service; and any associated media, training materials, printed materials, and online or electronic documentation.

2. Access and Use License to the Hosted Service

You may access and use the Hosted Service only for your Authorized Use. The extent to which you can access the Hosted Service is determined by Company and is further limited as specified in the Hosted Service user documentation contained in the “Online Help” screen. You may not use, distribute, display, transmit, reproduce or otherwise exploit any of the Hosted Service, or its contents, for any other purpose.

3. Ownership of Intellectual Property

The Hosted Service contains confidential trade secret information of Company and its Suppliers. Company (and its Suppliers) retains all right, title and ownership of the Hosted Service, including the Company Intellectual Property, and any and all proprietary rights (including patent rights, copyrights, trade secrets, trademarks, trade names, service marks, designs or design marks or proprietary inventions, designs, information, sequence, structure, organization, and functionality) with respect to all of the foregoing. Nothing in this Agreement is intended to convey any rights therein to you, other than the right to use the Hosted Service in the manner and to the extent permitted in this Agreement.

4. Passwords

Upon your registration, Company will provide you with (or you will select) a login ID and unique password to access the Hosted Service. You agree to (a) provide true, complete, accurate and current data, as requested in the registration process (and maintain and update such data); (b) prevent unauthorized access or use by you or others by using your password; (c) promptly report any unauthorized use or disclosure of your password or other breach of any Hosted Service security; and (d) not assign or transfer (or attempt to do the same) any rights granted to you under this Agreement. Company reserves the right to suspend, or to refuse any further, access or use of the Hosted Service if Company learns or reasonably suspects that your registration information is false or inaccurate, if you

refuse to provide complete and updated registration information, or if you misuse or permit another to use your login ID or password who is not authorized to do so or for any other breach of security. You acknowledge and agree that you (and not Company) are responsible for maintaining the confidentiality of the password and that you (and not Company) are liable for any harm that may result from disclosing (or allowing the disclosure of) your password or other breach of this Agreement.

5. Prohibited Actions

As a condition to your Authorized Use of the Hosted Service, you must use the Hosted Service for lawful purposes only and only as expressly permitted in this Agreement. You agree to not do any of the following, in any manner whatsoever, alone or through any other person or entity, and your compliance is something that Company, in its sole and absolute discretion, will determine:

- (a) Restrict or inhibit any authorized users from accessing or using the Hosted Service;
- (b) Transmit to or introduce at the Hosted Service any viruses intended to damage, interfere with, disrupt, intercept or expropriate the Hosted Service ("Viruses"), or otherwise implement or engage in on-line activities, attacks or actions in a manner that have a disruptive or detrimental effect ("System Attacks");
- (c) Use the Hosted Service for any purposes that are unlawful or illegal under any law, regulation or legal requirement or that could give rise to civil or criminal liability or actions against Company (or its Suppliers), you or any other third party;
- (d) Transmit, access or communicate any data that you do not have a right to transmit under any law or under contractual or fiduciary revisions (such as proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements); or
- (e) Post, submit, upload, e-mail or otherwise transmit any content, material or other thing at, to or through the Hosted Service that infringes or violates the rights of others, including without limitation, copyright, trademark, trade secret or other intellectual property and proprietary rights, privacy or publicity rights.

6. Other Restrictions and Limitations Applicable to Your Use of the Hosted Service

(a) Confidentiality. The Hosted Service is confidential and proprietary to Company (and its Suppliers). You agree that, unless you have the express written consent of Company, you will not disclose, transfer or otherwise provide to any third party all or any part of such Hosted Service except as authorized by this Agreement.

(b) Limitations on Reverse Engineering, Recompilation and Disassembly. You may not reverse engineer, decompile, or disassemble the Company Intellectual Property, including any other technology utilized to provide the Hosted Service.

(c) No copies or modifications. You may not modify, publish, participate in the transfer or sale of, or create new works from any of the Hosted Service, in whole or in part.

(d) Rental. You may not rent or lease any of the Hosted Service.

(e) Proprietary Notices. You may not remove any copyright, trademark or other proprietary notices from the Hosted Service or any content or information generated from it.

7. Termination

Your access to and use of the Hosted Service may be terminated, limited, denied or disabled at any time, without the necessity of Company sending you notice or otherwise advising you of your loss of rights, if you use the Hosted Service in a way that is not authorized or if you otherwise violate any of the terms, conditions or restrictions stated in this Agreement. Accordingly, you may or may not be able to recover information stored on the Hosted Service. Termination or cancellation of this Agreement will not affect any right or relief to which Company or its Suppliers may be entitled, at law or in equity. Upon termination of this Agreement, all rights to use the Hosted Service will terminate.

8. Disclaimer of Warranty.

The Hosted Service is provided "AS IS," without warranty of any kind. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND CONDITIONS OF QUALITY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE HOSTED SERVICE, AND ACCESS TO THE HOSTED SERVICE. COMPANY DOES NOT WARRANT THAT THE OPERATION OF OR ACCESS TO THE HOSTED SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. YOUR ACTUAL RIGHTS MAY VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

9. Indemnification

You agree to indemnify, defend, and hold harmless Company and its Suppliers from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary, and indirect damages), and reasonable attorneys' fees, resulting from or arising out of (a) use or misuse of the Hosted Service by you or any other person who accesses the

Hosted Service using your login ID or password; (b) any violation of this Agreement; or (c) any violation of any rights of a third party.

10. Pricing and Payment

(a) Information On Demand, Inc. will provide Background Reports to Client at the prices set forth at the time of setup. Information On Demand will have the right from time to time, upon prior oral or written notice to Client, to change its prices under this Agreement to levels consistent with Information On Demand's then existing standard pricing.

(b) Information On Demand, Inc. will invoice Client on a monthly basis in arrears for all charges due. Invoices are due and payable within (30) days from the date of the invoice issue date. Information On Demand reserves the right to suspend search services for accounts (60) days past due.

(c) Information On Demand, Inc. reserves the right to discontinue high volume discount pricing for accounts (60) days past due.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE HOSTED SERVICE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

12. Entire Agreement; Changes to this Agreement

The terms of this Agreement constitute the entire an exclusive agreement between you and Company regarding the Hosted Service and its use, and supersede all other agreements, understandings and communications regarding the subject matter of this Agreement, if any, both oral or written, whether made prior or subsequently to or contemporaneously with your use of the Hosted Service. Company retains the right to modify the terms or conditions of this Agreement at any time without notice or warning. You are bound to all changes Company may make to these terms and, therefore, should periodically revisit these terms and review them to make sure you comply with all changes. Otherwise, this Agreement may not be superseded or modified except in a writing signed by an authorized representative of Company. If at any time you cannot comply with any of the terms and conditions of this Agreement, then you should terminate and discontinue all access to and use of the Hosted Service.

If you have any questions concerning this Agreement, please contact Company by writing or emailing:
Information On Demand, Inc., P.O. Box 757 Blairsville, GA 30514 infoondemand@windstream.net

To accept the terms of this Agreement, proceed with the sign up process.