

TERMS AND CONDITIONS OF USE OF LEGAL LOCATOR SERVICE, LLC.

NOTICE

PLEASE READ THE HEREIN TERMS AND CONDITIONS OF USE OF LEGAL LOCATOR SERVICE, LLC. BEFORE USING LEGALLOCATORSERVICE.COM BY USING LEGAL LOCATOR SERVICE, LLC. 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 LEGAL LOCATOR SERVICE, LLC.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF USE OF LEGAL LOCATOR SERVICE, LLC., PLEASE DO NOT USE THIS WEB SITE.

1. General. Legal Locator Service, LLC. is owned and operated by Legal Locator Service, LLC., and 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 Legal Locator Service, LLC. 's web site.

2. Restriction of Use of Legal Locator Service, LLC. web site.

LegalLocatorService.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 Legal Locator Service, LLC., the layout, and design of the LegalLocatorService.com web site and each page of Legal Locator Service, LLC. are the property of Legal Locator Service, LLC. and LegalLocatorService.com and are protected by the United States and International copyright, trademark and other applicable intellectual property laws. The User and/or user of Legal Locator Service, LLC. 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 Legal Locator Service, LLC. or copyright owner, except as otherwise permitted under United States and International copyright law. You may not use Legal Locator Service, LLC. in any manner that could damage, disable, overburden, or impair Legal Locator Service, LLC. or interfere with any person's use of LegalLocatorService.com systemic retrieval of the data from Legal Locator Service, LLC. to create or compile, directly or indirectly, in whole or in part, a collection, compilation, database or directory without the express written permission of Legal Locator Service, 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 Legal Locator Service, LLC. and LegalLocatorService.com.

3. **Restricted License.** Legal Locator Service, LLC. and LegalLoctorService.com hereby grants to the User a license to use all Legal Locator Service, LLC. and LegalLocatorService.com Services, both currently existing and as may become available in the future, subject to the restrictions and limitations set forth below:

(i) Generally. Legal Locator Service, LLC. and LegalLocatorService.com hereby grants to User a restricted license to use the Legal Locator Service, LLC. and LegalLocatorService.com Services solely for Customer's own internal business purposes. User represents and warrants that Uses of the Legal Locator Service, LLC. and LegalLocatorService.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) employment purposes such as employment, promotion, reassignment and retention, (2) In connection with a tenant screening application involving the consumer. 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 employment or 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. 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. 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, Legal Locator

Service, LLC. and LegalLocatorService.com may upon its election, discontinue serving the User and cancel the Agreement immediately. The User shall not use Legal Locator Service, LLC.'s and LegalLocatorService.com Services for marketing purposes or resell or broker the Legal Locator Service, LLC. and LegalLocatorService.com Services to any third party. User agrees that if Legal Locator Service, LLC. and LegalLocatorService.com determines or reasonably suspects that User is engaging in marketing activities, reselling or brokering the Legal Locator Service, LLC. and LegalLocatorService.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, Legal Locator Service, LLC. and LegalLocatorService.com may take immediate action, including terminating the delivery of, and the license to use, the Legal Locator Service, LLC. and LegalLocatorService.com Services. User shall not access the Legal Locator Service, LLC. and LegalLocatorService.com Services from Internet Protocol addresses located outside of the United States and its territories without Legal Locator Service, LLC. and LegalLocatorService.com 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 Legal Locator Service, LLC.. and LegalLocatorService.com opinion, govern the use of the Legal Locator Service, LLC., and LegalLocatorService.com Services and information provided therein.

(ii) GLBA Data. Some of the information contained in the Legal Locator Service, LLC. and LegalLocatorService.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 Legal Locator Service, LLC. and LegalLocatorService.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 Legal Locator Service, LLC., and LegalLocatorService.com Services. In addition, User agrees it will re-certify, in writing, its permissible uses of GLBA Data upon request by Legal Locator Service, LLC. and LegalLocatorService.com. User certifies with respect to GLBA data received through the Legal Locator Service, LLC. and LegalLocatorService.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 Legal Locator Service, LLC. and LegalLocatorService.com Services is "personal information," as defined in the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq. "DPP A"), and is regulated by the DPPA ("DPPA Data"). User shall not obtain and/or use DPPA Data through the Legal Locator Service, LLC. and LegalLocatorService.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 Legal Locator Service, LLC. and LegalLocatorService.com Services. In addition, User agrees it will re-certify, in writing, to Legal Locator Service, LLC. and its permissible uses of DPPA Data upon the request of Legal Locator Service, LLC. and LegalLocatorService.com.

(iv) Supplemental Terms. Certain materials contained within the Legal Locator Service, LLC. and LegalLocatorService.com Services are subject to additional obligations and restrictions. To the extent User receives such materials through the Legal Locator Service, LLC. and LegalLocatorService.com, Services, User agrees to comply with all Supplemental Terms.

(v) Social Security and Driver's License Numbers.

If User obtains Social Security Numbers or Driver's License Numbers ("SSNs") through the Legal Locator Service, LLC. and LegalLocatorService.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 Legal Locator Service, LLC. and LegalLocatorService.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, Legal Locator Service, LLC. and LegalLocatorService.com may immediately preclude User from receiving SSNs. User agrees it will re-certify, in writing, to Legal Locator Service, LLC. and LegalLocatorService.com, that it is an appropriate User and that it has one or more authorized uses upon the request of Legal Locator Service, LLC. and LegalLocatorService.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 Legal Locator Service, LLC. and LegalLocatorService.com prior written consent.

(vi) For Users who request and have received authorization from Legal Locator Service, LLC. 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 Legal Locator Service, LLC. and/or LegalLocatorService.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, Legal Locator Service, 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 Legal Locator Service, LLC. and LegalLocatorService.com Services.

(ix) FCRA Services. The following restricted license is conditionally granted for Legal Locator Service, LLC. and LegalLocatorService.com Services governed by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"). These products presently include Employment Screening, and Tenant Screening. These products constitute Consumer Reports as defined by the FCRA ("Consumer Report"). User certifies that when using the Consumer Report Legal Locator Service, LLC. and LegalLocatorService.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 Legal Locator Service, LLC. and LegalLocatorService.com its permissible purposes for use of the Consumer Report Legal Locator Service, LLC. and LegalLocatorService.com Services upon the request of Legal Locator Service, LLC. and LegalLocatorService.com.

4. Prior Written Authorization from and Disclosure to Applicant Required Prior to Use of the LegalLocatorService.com web site. The User of Legal Locator Service, LLC. further agrees that prior to accessing the Legal Locator Service, LLC. web site, User shall obtain prior written authorization from the prospective tenant and/or employee identified in the on-line application, that Legal Locator Service, LLC., LegalLocatorService.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 shall prior to accessing the Legal Locator Service, LLC. 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.

5. Security. User acknowledges that the information available through the Legal Locator Service, LLC. and LegalLocatorService.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 Legal Locator Service, LLC. and LegalLocatorService.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 Legal Locator Service, LLC. and Legal

LocatorService.com, Services for personal reasons, or (ii) not transfer any information received through the Legal Locator Service, LLC. and LegalLocatorService.com Services to any party except as permitted hereunder or required by law of further set forth herein ; (c) immediately notify Legal Locator Service, LLC. and LegalLocatorService.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 Legal Locator Service, LLC. and Legal LocatorService.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 Legal Locator Service, LLC. and LegalLocatorService.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 Legal Locator Service, LLC. and LegalLocatorService.com Services where the same are provided utilizing so-called 'secure socket layer', or such other means of secure transmission deemed reasonable by Legal Locator Service, LLC. and LegalLocatorService.com; and, (h) not access and/or use the Legal Locator Service, LLC. and LegalLocatorService.com Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by Legal Locator Service, LLC. and LegalLocatorService.com. In the event that User discloses to Legal Locator Service, LLC. and LegalLocatorService.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, Legal Locator Service, LLC. and LegalLocatorService.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, Legal Locator Service, LLC. and LegalLocatorService.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 Legal Locator Service, LLC. and LegalLocatorService.com that constitutes User NPI but which is duplicative of information that Legal Locator Service, LLC. and LegalLocatorService.com has lawfully received from other sources free of any obligation of confidence. In such event, User acknowledges that this will not prohibit Legal Locator Service, LLC. and LegalLocatorService.com, from using and disclosing such information from such other sources, as long as Legal Locator Service, LLC. and LegalLocatorService.com does not state or imply that User was the source of such information. The User of Legal Locator Service, LLC. further agrees that the system access software that the User shall use to access LegalLocatorService.com whether developed by Legal Locator Service, 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 LegalLocatorService.com and other Services of Legal Locator Service, 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 Legal Locator Service, LLC. web site, and the Customer Agreement between the User and LegalLocatorService.com, governing the use of the Legal Locator Service, LLC. 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, Legal Locator Service, LLC., and LegalLocatorService.com may, at its discretion, discontinue Services hereunder and terminate the User's accessibility to the Legal Locator Service, LLC. web site immediately.

6. Confidentiality Agreement. User further agrees that it shall use each Report and any other additional information obtained from Legal Locator Service, LLC. 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 Legal Locator Service, LLC., and/or LegalLocatorService.com and User, with regard to the credit scores supplied by Legal Locator Service, LLC., and/or LegalLocatorService.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 Legal Locator Service, LLC., and/or LegalLocatorService.com and the User, credit scores supplied by Legal Locator Service, LLC., and/or LegalLocatorService.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 Legal Locator Service, LLC. 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 Legal Locator Service, LLC. web site to build its own database; (2) resell any information obtained from reports and/or obtained from the Legal Locator Service, LLC. 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 LegalLocatorService.com Services or Reports. User agrees that any devices/systems used to obtain Reports from Legal Locator Service, 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 Legal Locator Service, 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 Legal Locator Service, 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 Legal Locator Service, LLC. and/or LegalLocatorService.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 Legal Locator Service, LLC.'s Reports and Information. The User by the continued use of the Legal Locator Service, LLC. web site or any page of this web site, agrees that Legal Locator Service, LLC., and LegalLocatorService.com makes no representation regarding the credit-worthiness of or suitability for residency or employment of any individual. A Legal Locator Service, LLC report and/or any information obtained through the use of Legal Locator Service, LLC. is based only on information supplied to Legal Locator Service, LLC. by third party data vendors/providers/suppliers over whom Legal Locator Service, LLC., and LegalLocatorService.com have no control. Legal Locator Service, LLC., and LegalLocatorService.com rely upon these third party data vendors/provider/suppliers for the accuracy and reliability of the information contained in the Legal Locator Service, LLC. reports and/or the information obtained through the Legal Locator Service, LLC. web site. Other information about the applicant may not have been reported to or by the third party data vendors/providers/suppliers or may have been reported incorrectly to or by the third party data suppliers. The Legal Locator Service, LLC. report is intended to be one of many tools used in the applicant selection process. Use the Legal Locator Service, LLC. report and any information obtained through the use of LegalLocatorService.com as one of many important tools in determining the suitability of residency or employment of the applicant. The Legal Locator Service, LLC. report is not intended to be the only information upon which a selection is made. Legal Locator Service, LLC., and/or LegalLocatorService.com assume no responsibility for errors or omissions in the Legal Locator Service, LLC. report. The User, by the continued use of this web site, recognizes and agrees that the information furnished by the Legal Locator Service, LLC. report and any information obtained through the use of Legal Locator Service, LLC. is secured by and through third party data vendors/provider/suppliers over whom Legal Locator Service, LLC., and LegalLocatorService.com have no control. The User therefore, based upon the continued use of this web site, or any page of this web site, releases Legal Locator Service, LLC., LegalLocatorService.com and any companies from whom Legal Locator Service, LLC. and LegalLocatorService.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 Legal Locator Service, LLC. 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 herein terms and conditions of use and 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. Legal Locator Service, LLC and LegalLocatorService.com in those situations where state laws and/or regulations control and/or limit the content of a consumer report shall identify in 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 Legal Locator Service, LLC. in 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 Legal Locator Service, LLC. to determine the impact that the reported state law may have had on the content of a Consumer Report.

8. Accuracy and Use of LegalLocatorService.com 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 Legal Locator Service, LLC. is performed using only the applicant's name. A Legal Locator Service, LLC. report is based only on information supplied to Legal Locator Service, LLC. by third party data vendors/providers/suppliers over whom Legal Locator Service, LLC., and LegalLocatorService.com have no control. Legal Locator Service, LLC., and LegalLocatorService.com rely upon these third party data vendors/providers/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 vendors/providers/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 Legal Locator Service, LLC. 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). **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). **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 Bernardino, 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.; Carroll, 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). **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 Legal Locator Service, LLC. 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 Legal Locator Service, LLC., nor LegalLocatorService.com assumes responsibility for errors and/or omissions in the Legal Locator Service, LLC. reports and information obtained by the use of the Legal Locator Service, LLC. web site. The User further agrees to release Legal Locator Service, LLC., and LegalLocatorService.com and any other companies from whom Legal Locator Service, LLC. and LegalLocatorService.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 Legal Locator Service, LLC. 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 Legal Locator Service, LLC. is the owner of the computer software program commonly known as "Legal Locator Service, LLC." 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. Legal Locator Service, 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 Legal Locator Service, LLC., in which User agrees to destroy the Program and all copies in any form.

10. Performance. The User expressly acknowledges and agrees that Legal Locator Service, LLC. and LegalLocatorService.com will use reasonable efforts to deliver Services requested by User and to compile information gathered from selected public records and other sources used in the provision of the Legal Locator Service, LLC. and LegalLocatorService.com Services; provided, however, that User accepts all information "AS IS." The User further acknowledges and agrees that Legal Locator Service, LLC. and LegalLocatorService.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 Legal Locator Service, LLC. and LegalLocatorService.com for the accuracy or completeness of information supplied through the Legal Locator Service, LLC., and LegalLocatorService.com Services. User acknowledges and agrees that the User may be restricted from accessing certain Legal Locator Service, LLC. and LegalLocatorService.com Services which may be otherwise available. Legal Locator Service, LLC., and LegalLocatorService.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 Legal Locator Service, LLC. and LegalLocatorService.com Services. In the event that any entity within Legal Locator Service, LLC. and LegalLocatorService.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, Legal Locator Service, LLC. and LegalLocatorService.com will, at User's option, terminate this Agreement.

11. Warranties and Limitation of Liability . User further agrees that neither Legal Locator Service, LLC. and LegalLocatorService.com nor any third-party data vendor/provider of Legal Locator Service, LLC. and/or LegalLocatorService.com for purposes of indemnification, warranties, and limitations on liability, and their data vendors/providers, shall not be liable to User or to any person claiming through User to whom User may have provided data from the Services of Legal Locator Service, LLC. and/or LegalLocatorService.com and/or for any loss or injury arising out of or caused in whole or in part by the negligent acts or omissions of Legal Locator Service, LLC. and/or LegalLocatorService.com and/or any vendor/provider of data to Legal Locator Service, LLC. and LegalLocatorService.com in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering of the Services of Legal Locator Service, LLC. and/or LegalLocatorService.com, notwithstanding the foregoing, liability can be imposed on Legal Locator Service, LLC. and/or LegalLocatorService.com and/or any vendor/provider of data to Legal Locator Service, LLC. and LegalLocatorService.com. User agrees that the aggregate liability for any and all losses or injuries arising out of any negligent acts or omissions of Legal Locator Service, LLC. and/or LegalLocatorService.com or any vendor/provider of data to Legal Locator Service, LLC. and/or LegalLocatorService.com 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 Legal Locator Service, LLC. and/or LegalLocatorService.com and/or any vendor/provider of data to Legal Locator Service, LLC. or LegalLocatorService.com 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 Legal Locator Service, LLC. and/or LegalLocatorService.com any vendor/provider of data to Legal Locator Service, LLC. or LegalLocatorService.com. 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 Legal Locator Service, LLC. and LegalLocatorService.com; (ii) Legal Locator Service, LLC. and LegalLocatorService.com and/or any vendor of Legal Locator Service, LLC. and LegalLocatorService.com do not expressly or impliedly agree to be responsible or liable for the acts and omissions of one another; and (iii) Legal Locator Service, LLC. do not warrant the Services provided by any vendor/provider of data to Legal Locator Service, LLC. and LegalLocatorService.com one another. Legal Locator Service, LLC. and LegalLocatorService.com and/or any vendor/provider of data to Legal Locator Service, LLC. and LegalLocatorService.com does not make and hereby disclaims any warranty, express or implied, with respect to the Legal Locator Service, LLC. 's and LegalLocatorService.com Services provided hereunder; provided however, that Legal Locator Service, LLC. and LegalLocatorService.com and/or any vendor/provider of data to Legal Locator Service, LLC. and LegalLocatorService.com do hereby warrant that Legal Locator Service, LLC. and LegalLocatorService.com has complied with the law and applicable third-party data vendors/provider of data contracts in providing the Legal Locator Service, LLC. and LegalLocatorService.com Services. The User further agrees that Legal Locator Service, LLC. and/or LegalLocatorService.com and/or any vendor/provider of data to Legal Locator Service, LLC. or LegalLocatorService.com 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 Legal Locator Service, LLC. and/or LegalLocatorService.com and/or any vendor/provider of data to Legal Locator Service, LLC. or LegalLocatorService.com 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 Legal Locator Service, LLC. and/or LegalLocatorService.com and/ or any vendor/provider of data to Legal Locator Service, LLC. or LegalLocatorService.com 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 Legal Locator Service, LLC. and/or LegalLocatorService.com and/or any vendor/ provider of data to Legal Locator Service, LLC. or LegalLocatorService.com. 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, Legal Locator Service, LLC. and/or LegalLocatorService.com and/or any vendor/provider of data to Legal Locator Service, LLC. or LegalLocatorService.com 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 Legal Locator Service, LLC. and/or Legal LocatorService.com and/or any vendor/provider of data to Legal Locator Service, LLC. and LegalLocatorService.com being blocked by Legal Locator Service, LLC. and/or LegalLocatorService.com and/ or any vendor/ provider of data to Legal Locator Service, LLC. or LegalLocatorService.com orders records/information 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 Legal Locator Service, LLC. and LegalLocatorService.com obligations under its contracts with its data vendors/providers, Legal Locator Service, LLC. and LegalLocatorService.com may conduct periodic reviews of the User's use of the Legal Locator Service, LLC. and LegalLocatorService.com Services and may, upon reasonable notice, audit the User's records, processes and procedures related to User's use, storage and disposal of Legal Locator Service, LLC., and LegalLocatorService.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 Legal Locator Service, LLC. and LegalLocatorService.com will be subject to immediate action including, but not limited to, suspension or termination of the license to use the Legal Locator Service, LLC. and LegalLocatorService.com Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

14. Choice of Law: By the use of the Legal Locator Service, LLC. web site and/or any Legal Locator Service, LLC. reports and/or data and information obtained through the use of the Legal Locator Service, LLC. web site, User agrees that Oregon 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 Legal Locator Service, and LegalLocatorService.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 Legal Locator Service, LLC. and/or arising from the use and/or distribution of Legal Locator Service, LLC. reports and/or any information contained therein and/or information obtained through the use of Legal Locator Service, LLC. User further agrees and consents to the personal jurisdiction of any State or Federal court of Oregon, and that any action related to questions concerning the rights or obligations of the User, Legal Locator Service, LLC. and LegalLocatorService.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 Legal Locator Service, LLC. and/or arising from the use and/or distribution of Legal Locator Service, LLC. reports and/or any information contained therein, must be brought in a State or Federal court in Oregon.

15. Agreement. These terms and conditions of use of Legal Locator Service, LLC. 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 Legal Locator Service, LLC., executed by both parties, for Legal Locator Service, LLC. reports or Services obtained through the use of the Legal Locator Service, LLC. web site. The User agrees that if there is a conflict between the terms and conditions of use of Legal Locator Service, LLC. and the terms and conditions set forth in an executed Customer Agreement between the User and Legal Locator Service, LLC., the terms and conditions set forth in the herein Terms and Conditions of Use of Legal Locator Service, LLC. shall apply. The User further agrees that if there is a conflict between the terms and conditions of use of Legal Locator Service, LLC. and the terms and conditions set forth in an executed Customer Agreement between the User and Legal Locator Service, LLC. related to fees paid to Legal Locator Service, LLC., the terms and conditions set forth in the executed Customer Agreement shall apply.

16. Viruses. The User agrees that Legal Locator Service, LLC and Legal LocatorService.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 Legal Locator Service, LLC. 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 Legal Locator Service, LLC. web site may be subject to United States Expert Control. Legal Locator Service, LLC. and LegalLocatorService.com does not authorize the downloading or exportation of any software or technical data from the Legal Locator Service, LLC. 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**. Legal Locator Service, LLC. and LegalLocatorService.com have the right at any time to change or modify the terms and conditions applicable to the use of the Legal Locator Service, LLC. web site, or any part thereof, or to impose new conditions. Such changes, modification, additions, or deletions shall be effective 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 Legal Locator Service, LLC. 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 Legal Locator Service, LLC. and LegalLocatorService.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 Legal Locator Service, LLC. and LegalLocatorService.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 Legal Locator Service, LLC. (the consumer reporting agency that supplied the consumer report and/or investigative consumer report); (2) A statement that Legal Locator Service, 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 Legal Locator Service, 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 LEGAL LOCATOR SERVICE, LLC. 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. LEGAL LOCATOR SERVICE, 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 LEGAL LOCATOR SERVICE, LLC. IF YOU DO NOT AGREE TO WITH THE TERMS AND CONDITIONS OF USE OF LEGAL LOCATOR SERVICE, LLC., PLEASE DO NOT USE THIS WEB SITE.