

# National Crime Search, Inc.

## SERVICE AGREEMENT

**THIS SERVICE AGREEMENT** ("Agreement") is a legally binding agreement by and between National Crime Search, Inc., an Arkansas company with a mailing address at 16 W Center Street, Fayetteville, AR 72701 ("NCS"), and the party identified in the online setup process ("End User"). NCS and End User are hereinafter sometimes individually referred to as a "Party" and collectively as the "Parties". End User must agree to this Agreement before NCS will activate an account and before any services will be provided by NCS.

### TERMS AND CONDITIONS OF SERVICE

1. **TERMS AND CONDITIONS.** This Agreement contains the standard terms and conditions for NCS's Services (as defined below) to End User. These terms and conditions are supplemented by Resellers Policies and Procedures (as defined below) containing additional terms and conditions, including those applicable to the specific "Services" (as defined below) to be rendered hereunder. Resellers Policies and Procedures form a material part of this Agreement, and all references to this Agreement, unless otherwise specified, include Resellers Policies and Procedures.
  2. **SERVICES.** During the Term (as defined below) and in accordance with the terms of this Agreement and Applicable Law (as defined below), End User may request and NCS may provide to End User Consumer Reports ("Report" or "Reports") for the Permissible Purposes, as that term is defined under the Fair Credit Reporting Act (15 U.S.C., §1681 et seq., as the same may be amended from time to time, the "FCRA"), set forth on Exhibit A attached hereto and incorporated herein by reference. Capitalized terms used in this Agreement but not otherwise explicitly defined shall have the meaning ascribed to them under the FCRA. Solution Provider shall be deemed a "Reseller" of Consumer Reports. The term "End-User", in addition to the meaning ascribed under the FCRA, shall mean any end user who has entered into a service agreement with Solution Provider for the acquisition from Solution Provider of Consumer Reports or the provision of Services as set forth herein ("End-User Service Agreement"). The Services to be provided to Solution Provider pursuant to this Agreement shall be solely for resale to Solution Provider, for its End-Users, on a per request (single consumer name inquiry) basis only and shall not involve the bulk sale of data.
  3. **COMPLIANCE REQUIREMENTS AND APPLICABLE LAW.** End User acknowledges that, in addition to the Compliance Requirements set forth in this Agreement, the FCRA, the Gramm-Leach-Bliley Act (15 U.S.C., §6801 et seq., as the same may be amended from time to time, "GLB"), and other Federal, state and local laws, statutes, regulations, rules, ordinances and/or court orders (collectively referred to as "Applicable Law") other compliance requirements from NCS's third party vendors may govern the acquisition, resale, and/or use of Consumer Report information and the Parties' obligations under this Agreement. The full text of the FCRA and GLB can be obtained from the Federal Trade Commission website at <http://www.ftc.gov>, as such web site may be changed from time to time. In addition to all other terms of this Agreement, Solution Provider represents, warrants, and certifies that:
    - (a) End User's performance of this Agreement, including access to, and the use of Consumer Report information, will be at all times in strict compliance with this Agreement and Applicable Law. End User agrees to cooperate fully and unconditionally with NCS in any periodic reviews, audits, or investigations of End User's compliance with its obligations under this Agreement and Applicable Law. NCS and/or its designee shall have the right to enter End User's places of business, during normal business hours and with reasonable notice, to audit End User, and End Users shall provide NCS with access to such personnel, properties, files, and records (both physical and electronic) as may be reasonably required by NCS and/or its designee for that purpose.
    - (b) End User has received the following documents, which are made a material part of this Agreement, and agrees to comply with the requirements set forth in the said documents, as the same may be revised from time to time, and request the same from its End-Users: (i) Prescribed Summary of Consumer Rights (Appendix A to Part 601 of the FCRA), (ii) Prescribed Notice of Furnisher Responsibility (Appendix B to Part 601 of the FCRA), (iii) Prescribed Notice of User Responsibility (Appendix C to Part 601 of the FCRA), and (iv) Prescribed Summary of Identity Theft Rights (Appendix E to Part 698 of the FCRA). The full text of above described Appendices to the FCRA can be obtained from the Federal Trade Commission Website at <http://www.ftc.gov>, as such web site may be changed from time to time;
    - (c) End User will not request a Consumer Report from NCS unless the Consumer's written authorization has first been obtained, whether or not local, state, and/or Federal law requires such written Consumer authorization.
- (d) End User certifies that all Consumer Report Information requested by, delivered to, and used by End User pursuant to this Agreement shall be (a) **ONLY** for one of the following two Permissible Purposes (as defined in the FCRA) as explicitly approved below, (b) **ONLY** for the Permissible Purpose specified at the time of each such request, and (c) requested only upon written applicant certification of Permissible Purpose, with verifying government issued identification of applicant (including but not limited to passport, Driver's License, or other state-issued identification). End User certifies that it shall not request the reports for any other purpose, whether such purpose is a Permissible Purpose without first obtaining written approval from NCS.
    - (i)1. **Resident Screening.** Using the Consumer Report Information for a legitimate business need in connection with a business transaction initiated in writing by the Consumer, which must be limited to applicant screening for residency purposes.
    - (i)2. **Employment Screening / Volunteer Screening.** Using the Consumer Report Information for a legitimate business need in connection with a business transaction initiated in writing by the Consumer for the limited purpose of evaluating a Consumer for employment, promotion, reassignment, or retention as an employee.
  - (e) Prior to taking an adverse action, based in whole or part on a Consumer Report, End User shall in accordance with its duties under the FCRA, provide the Consumer with a pre-adverse action notification letter that is in compliance with Applicable Law, a copy of the Consumer Report and a copy of the Prescribed Summary of Consumer Rights (Appendix A to Part 601 of the FCRA).
  - (f) Whenever End User takes an adverse action against a Consumer that is based in whole or in part on information contained in a Consumer Report obtained from NCS, consistent with End User's responsibilities under the FCRA (See: Prescribed Summary of Consumer Rights) and/or other Applicable Law, End User shall provide the Consumer with (i) an adverse action letter written in compliance with Applicable Law, (ii) a notice that the Consumer is to direct Consumer inquiries to the Consumer Reporting Agency that provided the Report, (iii) the name, address, and telephone number (including the toll-free telephone number) of the Consumer Reporting Agency that furnished the Report to End User, (iv) a statement that the Consumer Reporting Agency did not make the decision to take adverse action and is unable to provide the Consumer with the specific reasons why adverse action is taken, and (v) a summary of the Consumer's rights in accordance with Applicable Law, including a notice of the Consumer's right to obtain a free copy of the Consumer Report from the Consumer Reporting Agency that provided the End User with a Report that contains information upon which adverse action is taken. The prohibitions and restrictions set forth in this Agreement shall not prohibit End User from providing to a Consumer who is the subject of an adverse action by End User with a copy of such Report. End User shall refer all Consumers who have questions or disputes or seek disclosure of information in NCS's and/or its affiliates' "Consumer Files" to NCS's address and the toll free telephone number for Consumer Assistance Line. In no event End Users shall attempt to or hold themselves out to the Consumer or the public, as being able to handle disputes on behalf of NCS's and/or its affiliates, or to reinvestigate information in NCS's and/or its affiliates' files. In no event will End User attempt to have information on a "Consumer File" changed or altered in any way, other than forwarding the Consumer to NCS's Consumer Assistance Line;
  - (g) All Consumer authorizations and notifications required by this Agreement and/or by Applicable Law, along with all adverse action letters provided to Consumers and Consumer applications, including copies of government-issued identification needed

to verify the identity of the applicant, shall be retained by the End-User for a reasonable period of time, but not less than five (5) years, and evidence of such documents shall be made available for inspection by NCS or its designee upon audit.

- (h) Neither End Users, nor their employees will request Reports relating to themselves, their families or friends, or request Consumer Report information on other persons other than as permitted by NCS, this Agreement, and Applicable Law;
- (i) End Users will not act or provide, at any time or in any way, and will hold themselves out as providing credit clinic, credit repair, credit counseling or other similar services;
- (j) In the event of a security breach, End User shall immediately notify NCS's President in writing and comply with all compliance requirements of Applicable Law. Furthermore, in the event of a security breach of End User's system and/or due to the fault or negligence of End User's employees, agents and/or representatives, End User shall directly notify the affected consumers and the appropriate authorities and/or agencies and provide free credit monitoring to the consumers that were affected by such breach. NCS reserves the right to step in and take over End User's obligations under this paragraph and End User agrees to indemnify NCS for the undertaking of such obligations;
- (k) End User will not, either directly or indirectly, themselves or through any agent or third party, except as authorized by NCS in writing or in a manner consistent with the provisions of this Agreement, either totally or partially: (i) compile or store the Services; (ii) copy or otherwise reproduce the information, Reports and/or documents obtained through the Services; (iii) merge the Services with any information from any person or entity that is not a Consumer Reporting Agency; and/or (iv) merge the Services with any information from another Consumer Reporting Agency; provided however that End User may obtain the Services together with credit bureau services on their own account;
- (l) If End User (i) is not the employer utilizing a Report for employment screening, (ii) is screening employees or employment applicants on behalf of another entity or person, or (iii) is an employer managed or to be managed by a third party, End User will cause such third party to agree in writing to abide by and be bound by the terms of this Agreement, as applicable, the End User Service Agreement and Applicable Law and will not provide the Services and/or Reports to such third party until bound in writing as set forth herein. Furthermore, in such case, the End User shall be entering into the End User Service Agreement on its own behalf and on behalf of such third party; and
- (m) End User will give NCS timely written notice, time being of the essence, in the event of any change in ownership or control of End User, and it will remain fully liable for the use of the Services until proper notification (at least 30 days advance written notice) is provided to NCS as set forth herein.

**4. INTELLECTUAL PROPERTY RIGHTS.** NCS hereby grants to End Users a non-transferable, non-exclusive, limited license to use certain computer and Internet-based systems for access to the Services ("Access Systems"), subject to the terms, conditions, and restrictions set forth in this Agreement. The term "Access Systems" also includes all related software, training materials, and documentation. End User acknowledges that nothing shall be construed to convey to End Users any title, ownership rights, or other interests in such Access Systems or in any copyrights, intellectual property rights, trademarks, works, improvements, or innovations produced, developed, or conceived by NCS, its affiliates and/or parents and their agents, representatives and/or employees in connection with this Agreement, and those shall be and remain the exclusive property of NCS and/or its affiliates and/or parents, as the case may be, and no rights therein are granted, transferred, assigned, or licensed to End Users by this Agreement or by any action or failure to act on the part of NCS and/or its affiliates and/or parents, except as specifically provided herein. Any license granted hereunder is restricted to the use of the Access Systems only by End Users and only at the physical location of End User's business address set forth herein. NCS has the sole right at any time and without notice to determine, develop, and modify any and all such Access Systems data, and equipment used to fulfill the Services. End User may only divulge the Access Systems or documentation to its employees and other authorized representatives that need to be aware of such information. End User may terminate any license only by destroying all originals and copies of the Access Systems and documentation in End User's possession. Any license will also terminate upon termination of this Agreement or the applicable End User Agreement, as the case may be, in which event the End User shall destroy all copies of the Access Systems and documentation in their possession.

**5. CONFIDENTIALITY.** The terms of this Agreement, Reports, Services, data, information received in performance of this Agreement, and all Access Systems of NCS and/or its affiliates and/or parents used to provide the Services are, and shall remain, strictly confidential. Except provided for herein or as required by Applicable Law, no information from Reports and/or Services will be released or disclosed to any other person, except for those whose duty requires they review the information

in relation to the applicable Permissible Purpose for which a Report was ordered. End User acknowledges that any information provided may be subject to restrictions imposed on NCS and/or its affiliates and/or parents and represents, warrants and certifies that it will not, either directly or indirectly, itself or through any agent or third party request, compile, store, maintain or use information obtained through Reports to build its own database, copy or otherwise reproduce the information in the Reports or use the information contained in the Reports, except as permitted in this Agreement and under Applicable Law. End User agrees that all hard copies and electronic files of Reports are to be secured at all times within End User's facility and protected against release or disclosure to any unauthorized persons. End User agrees that when Reports are no longer needed, and in such case, in accordance with Applicable Law, (a) hard copy Reports will be shredded, destroyed, or otherwise permanently rendered unreadable and (b) electronic files containing Reports will be completely erased and permanently rendered unrecoverable according to procedures that meet or exceed Applicable Law. End User further agrees not to directly or indirectly in any way reveal, report, publish, disclose, or demonstrate to any third parties any information concerning NCS's Services or the Access Systems, including without limitation the "look and feel" of screens or any functionality of the Access Systems.

**6. REPRESENTATIONS.** End User acknowledges and agrees that (a) NCS is a Consumer Reporting Agency and that NCS makes no representations nor warranties regarding the credit-worthiness of or suitability for employment of any individual, (b) End User will bring no action or claim, and hereby irrevocably and completely waives and releases all future actions and claims against NCS and its affiliates for any injury or damage consequent to the provision, non provision or use of the Services, (c) due to the organization of criminal records and/or the nature of the query, there will be instances where no criminal information is reported with regard to persons who in fact have criminal records, (d) there is a wide diversity in the types of criminal records made available by various jurisdictions and in the content of such records, and (e) due to the organization of criminal records and/or the nature of the query, there will be instances where identifying information appears to match the applicant on which a Report is sought, which information may not pertain to the applicant, and that End User will take independent verification of the information contained in the Report to ensure that it pertains to the applicant before any adverse action is taken against the applicant. NCS will use good faith in attempting to obtain data and Consumer Information from sources deemed reliable. End User acknowledges that Consumer Information is secured by and through fallible sources, both human and otherwise, and that for the fee charged, NCS cannot guarantee the accuracy and/or completeness of the Consumer Information furnished. End User acknowledges that data otherwise available from public record sources may be suppressed in NCS products in conformance with applicable data obsolescence laws, Applicable Law, NCS and/or third party vendors' policies. End User acknowledges and agrees that in order to be compliant with certain applicable state laws, End User may be required to verify the accuracy of certain information during a specified time period ending on the date on which the Report is furnished prior to providing the Report to End User, and in such case, End User will be charged the standard fee charged by NCS for such verification. The person executing this Agreement (i) read and understands End User's obligations and duties hereunder, (ii) has direct knowledge of the facts and representations made by End User under this Agreement and (iii) has the authority to sign this Agreement on behalf of End User.

**7. REMEDY FOR NONCONFORMING SERVICES.** If End User reasonably determines that the Services do not meet NCS's obligations under this Agreement, End User shall so notify NCS in writing within 10 days after receipt of the Services in question. End User's failure to notify NCS shall mean that End user unconditionally accepts the Services. If End User notifies NCS within 10 days after receipt of the Services, then, unless NCS reasonably disputes End User's claim, NCS shall, in its sole and absolute discretion, either re-perform the Services in question or credit Solution Provider for any Fees (as defined below) End User was charged with respect to the nonconforming Services. NCS's re-performance of the Services or the credit for any Fees (as defined below) End User was charged for such Services shall constitute End User's sole remedy and NCS's maximum liability under this Agreement.

**8. NCS HELD HARMLESS.** End User shall indemnify, defend, and hold NCS and its affiliates and parents harmless from and against any and all causes, actions, claims, litigation, demands, liabilities, loss, damage, cost, or expense of whatsoever kind and nature, including but not limited to attorney's fees and court costs, which may be asserted against NCS and/or its affiliates and/or parents or which NCS and/or its affiliates and/or parents may sustain or incur at any time by reason or in consequence of End User's request for or use of any Service supplied by NCS and/or its affiliates and/or parents or arising out of or resulting from any misrepresentation or breach by End User of any provision contained in this Agreement.

**9. TERM OF AGREEMENT.** The term of this Agreement shall begin upon the Effective Date set forth by NCS on the first page of this Agreement and shall continue in effect until terminated by either Party ("Term"). Either Party may terminate this

- Agreement, with or without cause, at any time with 30 days prior advance written notice to the other Party. Notwithstanding anything to the contrary herein, NCS may terminate this Agreement immediately without notice, or take any action it believes is appropriate, including but not limited to blocking End User's (or any sub-account's) access to any or all Services, if NCS believes that End User (or such sub-account) has made a misrepresentation or failed to comply with any provision of this Agreement. Notwithstanding anything to the contrary herein, the provisions of this Agreement which, by their reasonable terms, are intended to survive the termination of this Agreement shall survive termination. No termination or expiration will relieve either party of any liability for monetary sums owing to the other. Furthermore, each Party's obligations incurred prior to the termination of this Agreement for whatever reason but requiring action subsequent to the termination of this Agreement shall be honored.
10. **FEES AND PAYMENT.** The prices and rates for Services to be rendered hereunder ("Fees") shall be those in effect at time the Services are requested. Notwithstanding anything to the contrary herein, NCS reserves the right to revise or modify the "Fees" charged for its Services under this Agreement, at any time during the Term. End User agrees to pay the Fees to NCS upon receipt of an invoice for Services rendered, and all payments shall be due upon receipt and will be paid via credit card unless other payment arrangements have been made with NCS. End User agrees to accept an electronic invoice for Services. End User will be solely responsible for all applicable federal, state, and local taxes levied or assessed in connection with NCS's provision of Services, as well as any NCS surcharges arising out of compliance with applicable regulations, other such government-imposed obligations, and NCS's third-party vendor obligations (including, but not limited to, court surcharges and credit bureau surcharges). End User specifically agrees that it shall be responsible in all respects for any and all Services performed as a result of any use of End User's assigned access codes, whether or not intended or authorized. In no case may End User dispute charges appearing on an invoice, unless End User provides NCS's Accounting Department with notice of such dispute within sixty (30) days from the date of the invoice. All past due amounts shall accrue interest at a rate of 1.5% per month plus reprocessing fees should the credit card be declined. Accounts suspended for any reason are subject to a reconnection fee. If collection efforts are required, End User shall pay all costs of collection, including attorneys' fees and court costs.
  11. **FORCE MAJEURE.** NCS shall not be liable for its inability to perform, or for any delay in performing, any of its obligations under this Agreement if that inability or delay is caused by a force majeure event, including, but not limited to, equipment failures, failures or fluctuations in electrical power, lighting, or telecommunications, government action, NCS's inability to acquire data, services, or other products on terms anticipated by NCS, or for any other cause reasonably beyond NCS's control. Such nonperformance shall not be a default hereunder.
  12. **CAPACITY OF THE PARTIES.** The parties hereto are independent contractors under this Agreement and nothing herein shall create any agency, partnership, joint venture, or franchise relationship between the Parties.
  13. **NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement, express or implied, is intended to create or confer and shall not be construed or operate as creating or conferring, any rights or remedies under or by reason of this Agreement, upon any Consumer, applicant, employee, prospective employee or person other than the Parties hereto and their successors and permitted assigns.
  14. **ASSIGNMENT.** This Agreement may not be assigned by either Party hereto without the prior written consent of the other Party; provided, however, that NCS may assign this Agreement at any time and without notice, in whole or in part, to its parent company, First Advantage Corporation, or to any subsidiary of First Advantage Corporation or any company otherwise affiliated with First Advantage Corporation or NBD through common ownership and control.
  15. **SEVERABILITY.** All sections, clauses, and covenants contained in this Agreement are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid sections, clauses, or covenants were not contained herein, without invalidating the remainder of this Agreement, which shall remain in full force and effect.
  16. **NO WAIVER.** A delay or omission by either Party to exercise its rights upon any event of noncompliance or default by the other Party shall not impair any such right or be construed to be a waiver thereof. A waiver by either of the Parties of any of the duties, conditions, or agreements of the other Party shall not be construed to be a waiver of any succeeding breach thereof or of any duty, condition, or agreement herein. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to any Party at law or in equity.
  17. **NOTICE.** Any notice required to be sent hereunder shall be sent by first class mail or overnight courier service: (a) if to NCS, addressed to the attention of the President (except for disputed charges which shall be directed to the Finance Department and regulatory or statutory compliance which shall be directed to the Vice President of Legal Affairs) at the address first set forth above and (b) if to End User, addressed to the authorized representative as set forth in the End User's Identification as provided to NCS, or as otherwise communicated to NCS in writing.
  18. **GOVERNING LAW.** This Agreement shall be governed in accordance with the laws of the United States of America and the State of Arkansas, without reference to its choice of law provisions. In the event of litigation arising out of or connected with this Agreement, NCS and End User agree that the state or Federal courts located in the State of Arkansas shall have exclusive jurisdiction, and End User specifically subjects itself to the personal jurisdiction of said courts in the same manner as if this Agreement had been executed and/or was to be performed in the State of Arkansas.
  19. **DISCLAIMERS AND LIMITATIONS.** NCS, ITS AFFILIATES AND PARENTS AND THEIR SUCCESSORS AND ASSIGNS DO NOT WARRANT AND SPECIFICALLY DISCLAIMS, AND END USER HEREBY WAIVES, ANY EXPRESS OR IMPLIED WARRANTY FOR THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NCS, ITS AFFILIATES AND PARENTS AND THEIR SUCCESSORS AND ASSIGNS, SHALL NOT BE LIABLE TO END USER FOR ANY LOSS, INJURY, OR DAMAGE, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, OR OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, ARISING OUT OF THE PROVISION OR NON PROVISION OF THE SERVICES TO END USER BY NCS, END USER'S USE, OR INABILITY TO USE THE SERVICES, OR IN WHOLE OR IN PART BY NCS'S, ITS AFFILIATES' AND/OR PARENTS' AND THEIR SUCCESSORS' AND ASSIGNS' ACTS AND/OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE, IN PERFORMING ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT. END USER RELEASES NCS, ITS AFFILIATES AND PARENTS AND THEIR SUCCESSORS AND ASSIGNS, AND OTHER COMPANIES FROM WHICH NCS, ITS AFFILIATES AND /OR PARENTS AND THEIR SUCCESSORS AND ASSIGNS, MAY OBTAIN DATA OR INFORMATION, AND THEIR OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, FROM ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION, LIABILITY OR DAMAGES FROM ANY NEGLIGENCE IN CONNECTION WITH PREPARATION AND DELIVERY OF THE SERVICES. SHOULD ANY PORTION OF THE DISCLAIMERS OF WARRANTIES HEREIN BE DETERMINED TO BE INVALID OR UNENFORCEABLE, OR SHOULD NCS, ITS AFFILIATES AND/OR PARENTS AND/OR THEIR SUCCESSORS AND ASSIGNS, BECOME LIABLE FOR DAMAGES ARISING UNDER THIS AGREEMENT FOR ANY OF NCS'S, ITS AFFILIATES' PARENTS' AND THEIR SUCCESSORS' AND ASSIGNS' ACTS, OF WHATSOEVER KIND, OR OMISSIONS, THEN END USER MAY RECOVER FROM NCS AND/OR ITS AFFILIATES AND/OR PARENTS AND THEIR SUCCESSORS AND ASSIGNS, ITS DIRECT AND PROVABLE DAMAGES UP TO AN AMOUNT NOT TO EXCEED THE LESSER OF THE PRECEDING THIRTY (30) DAY'S CHARGES PAID BY END USER FOR SERVICES OR TWENTY FIVE THOUSAND DOLLARS (\$25,000.00).
  20. **ENTIRE AGREEMENT.** This Agreement, Policies and Procedures, and the documents referenced therein set forth the entire understanding and agreement between End User and NCS superseding any prior or contemporaneous oral or written agreements or representations, including all proposals, negotiations, or discussions heretofore had between the Parties related to the Services, except for any addendum or amendment to this Agreement that has been executed in accordance with these terms. This Agreement (excluding the Exhibits attached hereto and Resellers Policies and Procedures, which can be revised or modified by NCS) may only be amended by a written instrument signed by all Parties to this Agreement.
  21. **CAPTIONS AND HEADINGS.** The captions and headings in this Agreement are for convenience only and shall not be considered a part of this Agreement.
  22. **CONSTRUCTION.** All provisions and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or entity may require.
  23. **ADDITIONAL ACTIONS AND DOCUMENTS.** Each of the Parties hereto agrees to take or cause to be taken such further actions, to execute and deliver or cause to be executed and delivered such further instruments, and to use their best efforts to obtain such requisite consents as any other party may from time to time reasonably request in order to fully effectuate the purposes, terms, and conditions of this Agreement.
  24. **COUNTERPARTS; FACSIMILE SIGNATURES.** This Agreement may be executed by the parties hereto in any number of separate counterparts and all such counterparts so executed constitute one (1) agreement binding on the parties hereto notwithstanding that the parties hereto are not signatories to the same counterpart. This Agreement and any other document to be executed in connection herewith may be delivered by facsimile or web-based, electronic form and documents delivered in such manner shall be binding as though an original thereof had been delivered.
  25. **NO CONSTRUCTION AGAINST THE DRAFTER.** The Parties agree that this Agreement is the result of careful negotiations between sophisticated parties and thus any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement, shall not apply to the terms and conditions of this Agreement.

26. **ATTORNEY'S FEES AND COURT COSTS.** Except as otherwise set forth herein, each party shall be responsible for its own attorney's fees.
27. **NON-DISCLOSURE OF THE TERMS OF THE AGREEMENT.** Except as otherwise required under Applicable Law, End User agrees not to disclose the terms of this Agreement to any other party.
28. **PENALTY UNDER THE FCRA.** The FCRA imposes criminal penalties – including a fine, up to two years in prison, or both – against anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, and other penalties for anyone who obtains such consumer information without a permissible purpose.

A duly authorized representative of End User has read and agrees to this Agreement.