

# FMS Research, LP

FindMySkip.com

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Yreka, CA 96097

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E-Mail: sales@FindMySkip.com



**FMS Research**  
**FindMySkip.com**

version 10/10

## End User Agreement FindMySkip.com & FindMySkip1.com – FMS Research, LP

1. AGREEMENT: This End User Agreement (the "Agreement") is entered into by and between FMS Research, LP d/b/a FindMySkip.com, ("FMS Research, LP d/b/a FindMySkip.com" or "Host") a California Limited Partnership with its principal place of business at 1515 S. Oregon St. Ste. F Yreka, CA 96097, and the company \_\_\_\_\_ (the "Company" or "Customer", "You" or "Your") and is effective (the "Effective Date") upon Customer's receipt of a username and password enabling access to the Website (the "Website" "FindMySkip.com" or "FindMySkip1.com") and the customer accepting the terms hereof.

2. ACCESS TO THE WEBSITE: Company and Host (hereinafter, the "Parties"), each a "consumer reporting agency" and a "reseller of consumer reporting services" as such terms are currently or hereafter defined in the Fair Credit Reporting Act, 15 U.S.C. §1681 et. Seq., ("FCRA") hereby grant to Customer, a nontransferable, nonexclusive license to access the Company Website, hosted by FMS Research, LP d/b/a FindMySkip.com, during Customer's normal hours of operation, solely for the purpose of performing credit research and relate work in the regular course of Customer's business. Customer understands and agrees that its access to and uses of consumer credit and other information ("Credit Information") from one or more of the national consumer credit reporting agencies, Trans Union, Experian, Equifax, ("Credit Bureaus") and /or other data ("Data" and together with Credit Information, "Information") from various vendors and data repositories (together with the Credit Bureaus, "Repositories") through the Website is subject to requirements imposed upon Customer by the Repositories, as well as applicable local, state and federal laws. Customer agrees to comply with all such Repository requirements and such requirements are incorporated herein by reference. Customer further acknowledges and warrants that : (a) it shall sign an appropriate agreement to obtain its own credit Repository subcodes ("Subcodes") directly from such credit Repository; (b) it has received copies of, has read, understands and agrees to abide by and accept responsibility for accessing, processing and using the Information in accordance with the FCRA as amended by the Fair and Accurate Credit Transactions Act of 2003 ("FACTA") and thereafter from time to time, the Gramm-Leach-Bliley Act of 1999 ("GLBA"), the Driver Protection Act ("DPPA"), the laws of the applicable state issuing Motor Vehicle Records ("MVRs"), and with the requirements of the Repositories providing access to the Information, as well as all other applicable local, state, and federal laws governing access thereto; (c) compliance and keeping up to date with such requirements and laws is the responsibility of the Customer; (d) in order to receive consumer information through the Website, it shall have and continue to have, a "permissible purpose" as defined under the FCRA and the Parties must otherwise be permitted to provide access to such Information by the Repositories and under the FCRA and other applicable laws; (e) it shall establish and enforce all necessary procedures to prevent unauthorized access to the Information through the Website; and (f) information will not be altered from the form in which it is received. The Parties hereto, as well as the Repositories, reserve the right at any time and with prior notice, to limit Customer's access to the Website in order to perform repairs, make modifications or enhancements, or per industry, contractual or legal mandate or as a result of circumstances beyond their reasonable control.

3. INQUIRIES REGARDING INFORMATION: All questions or comments concerning the availability or deliver of the Information should be directed to Company at the address, phone and fax number indicated on the Website. Questions or comments regarding the material contained with the Information itself should be directed to the Bureau, Repository or other official custodian of the public record. Customer further agrees to provide the relevant Bureau's or Repository's name, address and phone number to any subject of the information who has questions or comments about the Information. During an inquiry, the subject of the Information has the right to learn the name of the Customer ordering the Information and has the right to see the Information ordered by the Customer.

4. PASSWORDS: To permit authorized Customer personnel to process Information through the Website, Company shall assign username(s) and password(s) to Customer. Customer is responsible and will be billed for all use of the services under the usernames assigned to it. If Customer learns or suspects that unauthorized use of its account is taking place, Customer shall notify Company immediately and Company will replace the password.

5. SOLE USE: The Information accessed through the Website is for the sole and internal use of the Customer and except as permitted by a separate writing signed by all parties, may not be resold, sub-licensed, distribute or in any way delivered to any third party for any purpose not authorized herein. Customer agrees that it will secure consumer credit and other information on individuals solely for its use in credit, collection, underwriting or employment transactions between itself and the individual to whom information refers and/or for such other "permissible purposes" related to a business transaction as are defined by the FCRA and that it will neither request nor use and such information for any other purpose.

6. OTHER LEGAL REQUIREMENTS: Customer agrees: that it will obtain and retain on file appropriate consumer credit applications or release, and/or authorization forms from any credit applicant, job applicant or other individual on whom such a report is sought; that it will disclose to each such individual as and when required by law, that consumer credit Information and other information (if applicable) will be sought on such individual; that it will advise the individual when credit is denied, terminated or changed or when an application is declined, based in whole or in part on the consumer credit Information (adverse action notices in such case to include name address of applicable Repository); that it will retain the applications or releases and/or authorization forms described above, along with a copy of the consumer credit Information, for a minimum of sixty (60) months and promptly make available such applications and authorizations/releases to the Parties or Repositories upon request; and that it will take all reasonable precautions to ensure that consumer credit and other Information on individuals will be held in strict confidence, disclosed only to those of its employees whose duties reasonably relate to the legitimate business

purpose for which the Information was requested and not disclosed to any other person in whole or in part unless required by valid subpoena or court order.

7. INDEMNIFICATION: Customer agrees to indemnify and hold harmless Company, Host, the Repositories, their parents, affiliates and/or subsidiaries and their officers, directors, employees and shareholders from any and all damages, costs, expense or penalties (including reasonable attorneys' fees) and any other liabilities imposed by local, state or federal laws or regulations or claims by any third party which result from or arise out of any breach by Customer by action or omission of any warrant or term contained herein or any misuse by Customer of any Information accessed through the Website.

8. PAYMENT: The current prices for services were supplied to the customer and may be available on the Website, which may be amended from time to time, via posting or email, with or without notice. Customer agrees to pay for all transactions processed through the Website and research conducted at Customer's request under Customer's account either via a valid and approved credit card issued in Customer's name or debiting of checking account in Customer's name and Customer agrees to provide all of the necessary information to effectuate prompt billing and payment. Customer is required to maintain a billing method on file with the Company. New Customers will be charged a one time fee for background screening, which may include a site inspection, which will occur during the application and background screening process. The background screening fee will be charged to the Customer's billing method as provided on the Customer's Agreement. There is no refund of the background screening fee. Access privileges to the website may be suspended without notice if payment cannot be processed and/or is not received in a timely manner. Late charge of \$ 35.00 may apply if account is not paid within 7 days of billing. Billing occurs on the 21<sup>st</sup> of every month for the months activity starting with the prior month's 21<sup>st</sup> day and through the current month's 20<sup>th</sup> day. There is a minimum credit card transaction of \$ 25.00. Customers who have not utilized \$ 25.00 of services in the current month will have the balance credited to future services. If Customer's usage exceeds \$ 100.00 prior to the end of a billing period, Company may process a transaction on Customer's credit card or debit checking account for the amount of usage prior to the end of the billing period. In the event that the payment cannot be processed, Customer will be invoiced along with a \$ 30.00 service charge and the invoice will be due upon receipt. Invoice not paid in full by Customer within 15 days of the invoice date are subject to a late fee of 1.75% per month (or the maximum fee allowable by law, if this is less). Without limiting any other remedies for non-payment or late payment of invoices, Customer shall be liable for any and all interest, late fees, costs of collection, court costs and reasonable attorneys' fees relating to any action or proceeding regarding invoices for services rendered pursuant to this Agreement and remaining unpaid after the due date. Customer will assume responsibility for an pay all applicable local, state, federal or other taxes (exclusive of taxes based on the Parties' net income), which result from this Agreement or the products and services provided hereunder.

**There are no minimum or monthly fees to access the Website. Customer pays only for their usage.**

9. TERM: This Agreement shall commence as of the Effective Date and shall remain in effect for an initial term of one (1) year (the "Initial Term") after which it shall automatically renew for additional one (1) year periods, (the "Renewal Term(s)" and with the Initial Term, each a "Term") until terminated by either party on thirty (30) days written notice to the other, prior to the end of the then existing Term, or upon termination as set forth below. Obligations for the payment of fees for services rendered and for the continuation of confidentiality and maintenance of Information and records related thereto, however, shall survive any termination.

10. TERMINATION: Either party may terminate this Agreement, should the other party breach any material term or condition herein, provided that the non-breaching party has given written notice of the breach to the breaching party and afford the breaching party a thirty (30) day opportunity to cure. In whole or in part, the Parties may suspend or terminate this Agreement and/or Customer's access to one or more products or services on the Website at any time, with or without notice and with no liability to Customer, if: (a) the Parties reasonably determine that the provision of services hereunder violates any credit report law or other law; or (b) the Parties are required to do so by any Repository; or (c) The Parties or a Repository eliminates, modifies, or restricts a product or service; or (d) Customer violates or upon reasonable belief is suspected of violating any of the consumer protection requirements, Repository agreement or restrictions, the FCRA or any applicable local, state or federal law; or (e) Customer fails to timely pay all undisputed amount due hereunder, for which the Parties may immediately suspend services; or (f) Customer fails to resolve payment delinquencies within thirty (30) days of written notice, for which the Parties may terminate this Agreement. For any termination, Customer agrees to timely pay for all requests for Information processed through the Website or other requested services or Information prior to termination.

11. DISCLAIMERS OF WARRANTIES AND LIMITATION OF LIABILITY: NEITHER PARTIES NOR THE REPOSITORIES MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE PERFORMANCE OF THE WEBSITE OR THE DECISIONING, MODEL(S), ADVICE, ASSISTANCE OR MATERIAL SUPPLIED OR PROVIDED THEREUNDER. THE INFORMATION ACCESSED THROUGH THE WEBSITE OR PROVIDED BY OTHER MEANS IS FURNISHED BY VARIOUS REPOSITORIES. THE INFORMATION IS PROVIDED "AS IS" AND NEITHER PARTIES, NOR THE REPOSITORIES IN ANY WAY WARRANT OR ASSUME ANY LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF ANY INFORMATION ACCESSED THROUGH THE WEBSITE OR PROVIDED BY OTHER MEANS. CUSTOMER ACKNOWLEDGES THAT NEITHER THE PARTIES NOR THE REPOSITORIES WARRANT OR GUARANTEE THE TIMELINESS, CURRENTNESS, ACCURACY, ADEQUACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE WEBSITE, THE INFORMATION OR ANY OTHER INFORMATION, PRODUCTS OR SERVICES PROVIDED VIA THE WEBSITE OR ANY OTHER MEANS AND ALL SUCH WARRANTIES ARE SPECIFICALLY DISCLAIMED. CUSTOMER ACKNOWLEDGES THAT EVERY BUSINESS DECISION INVOLVES THE ASSUMPTION OF A RISK AND THAT THE PARTIES DO NOT AND WILL NOT UNDERWRITE THAT RISK IN ANY MANNER WHATSOEVER. In the event the parties are found liable for any cost or damage suffered by Customer, liability is hereby limited to the fees paid by the Customer for the particular information in question. The remedies set forth in this paragraph and termination of the Agreement are Customer's exclusive remedies for claims or damages arising out of or relating in any way to this Agreement or the Information, products or services provided hereunder. IN NO EVENT SHALL THE PARTIES OR ANY REPOSITORY BE LIABLE FOR ANY GENERAL, SPECIFIC, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, SAID DAMAGES BEING HEREBY EXPRESSLY WAIVED.

12. OWNERSHIP OF LICENSE AND CONFIDENTIAL INFORMATION: Nothing in this Agreement shall be constructed to convey to Customer any right, title or ownership interest in the website or in the intellectual property rights relating to the Website or the software or documentation relating to such. All rights, title and interest is such, whether or not in the nature of copyright, trade secret, trademark, service mark, trade name, patent or otherwise, vest solely in the proper Parties. Customer acknowledges that the Parties consider the Website and

the software and documentation relating to such to include confidential trade secrets, to include confidential information and to be the proprietary to the proper Parties. Customer agrees to hold all technical information relating to such as it may learn in trust and confidence, in the same manner that Customer hold its own confidential information of like kind. Each party to this Agreement agrees that all proprietary information disclosed to it by the other Parties, including without limitation this Agreement, the Information and any usage statistics, shall not be disclosed to any third party, other than the applicable Repository, and shall be used only for the purpose described in this Agreement. Each party to this Agreement agrees to treat all proprietary information of the other parties in the same manner in which it treats its own proprietary information, including prohibition of any sanction against the use of such by any third party for direct or indirect gain and against any employee, agent or associate of a party to this Agreement so revealing and/or using such information for direct or indirect gain.

13. GENERAL PROVISIONS: This Agreement shall be governed by and constructed in accordance with the sole and exclusive law, jurisdiction and venue of the State of California and may not be assigned in whole or in part by Customer without the prior written consent of the Parties. Except as set forth otherwise herein, all notices required or permitted hereunder shall be in writing and shall be sent via registered or certified US mail return receipt requested, overnight carrier, or hand delivery to other party. Performance by the Parties or the Repositories may be subject to interruption and delay due to causes beyond their reasonable control such as acts of God, government, weather, fire, power or telecommunications failure, inability to obtain supplies, breakdown of equipment or interruption in Bureau services or communications, for which no liability shall be incurred. If any provision of this Agreement is held to be illegal, invalid or unenforceable under the applicable laws of any jurisdiction to which this Agreement is subject, all other provision shall survive. Each party shall have, in addition to any other relief at law, or in equity, the right to injunctive relief to redress any breach of this Agreement by the other party. Customer may not hire any employee of (or contractor/consultant to) the Parties engaged in fulfilling the terms of this Agreement without prior written consent of the proper Parties. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties and Customer.

By signing below, Customer agrees, acknowledges and consents that the Information will be for its exclusive use in its credit, insurance, or other business decisions and that all consumer credit reports and allied information will be held in strict confidence. Further, use of such information for unfair or deceptive practices is strictly prohibited and information on current or prospective employees will only be secured by designated authorized representative(s) of Customer.

Additionally, Customer hereby expressly nominates and appoints FMS Research, LP d/b/a FindMySkip.com as its "Agent" for the sole and limited purpose of obtaining access to Credit Bureau Information over the Internet in accordance with Credit Bureau policies, thereby giving its express permission to the Credit Bureaus to relinquish and provide FMS Research, LP d/b/a FindMySkip.com with any and all related information to facilitate same from time to time. Customer employees are forbidden from obtaining information about themselves, associates or any other employee, except in the performance of their official duties. Finally, Information will not be disclosed to the subject of the information except in the case of adverse action; and in addition such subject(s) will be referred, upon need or legitimate inquiry, to the Credit Bureau office identified on the consumer credit Information.

Customer shall not be permitted access, if it is a business which is considered restricted by FMS Research, LP d/b/a FindMySkip.com, the Repositories or legal policy, as amended from time to time. Customer agrees to a compliance review, including a principal criminal and consumer credit background check and to an on-site inspection at its premises at its cost prior to commencement of service hereunder, to include inquiry into and/or review of its need for access, procedures and processes in acquiring Information, security practices and other measures in place to ensure compliance with the terms hereof and to periodic audit of similar nature for reassurance thereafter.

During the Term of this Agreement and continuing for three (3) years after termination, the Parties may at any time, after reasonable prior written notice and at mutually convenient times during normal business hours, audit Consumer's compliance with the provisions of this Agreement and the legal requirements applicable to it, including the FCRA and any other applicable laws or regulations, via on-site visits and/or document requests.

14. ACKNOWLEDGMENT AND ACCEPTANCE: Customer agrees, acknowledges and consents on behalf of his or her business, that it has thoroughly read, understood, and agreed with this Agreement and the terms contained herein as written and certifies and represents that he/she is authorized to accept on behalf of the Customer. Customer further agrees, acknowledges and consents that it has independently evaluated and weighed the risks and benefits of participating in this Agreement and Customer has agreed to all the terms of this Agreement without reliance on any representation, guarantee or statement existing outside of this Agreement. The terms set forth in this Agreement constitute the entire understanding and agreement between the Parties and Customer with regard to the subject matter contained herein and any previous or addition or different terms or conditions, verbal or set forth in any other document shall be of no effect. This agreement may be modified or waived only In writing, signed by all parties. Customer agrees, acknowledges and consents that if an electronic signature is utilized that its electronic signature constitutes acceptance of this Agreement, which may be transmitted electronically and constitutes a valid mark and will be binding on Customer, with the same force and effect as a signed original. Customer must type its name and press the "I Accept" button to indicate acceptance of this Agreement. After receipt and completion of the background screening process, Company will send an email to Customer, confirming acceptance and providing instructions about obtaining a username and password and further describing how to begin accessing the Website.

**Customer**

**FindMySkip.com**

Customer Name: \_\_\_\_\_

FMS Research, LP d/b/a FindMySkip.com

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Customer's Signature: \_\_\_\_\_

\_\_\_\_\_

Date Agreement Signed: \_\_\_\_\_

Acceptance date username and password are issued.

**IMPORTANT – PLEASE READ**

- All business information and professional licenses will be verified. FCRA Regulations require all businesses to complete a Use of Consumer Records application. Upon submission of the User Agreement, customer will be contacted by a sales representative to complete the background screening and Use of Consumer Records application.
- The User Agreement and Use of Consumer Records application may be submitted by fax, email or by mail. The cost of background screening is \$100.00. \$25.00 of this fee will be credited back to the Customer's account upon application approval for their first \$25.00 of searches. The background screening fee will be processed according to Customer's provided billing method provided below.
- A copy of this agreement can be downloaded from our website's home page at [www.findmyskip.com](http://www.findmyskip.com). Please print the End User Agreement above for your records.
- Once approved you will receive an email message which will contain your user name and password. Please allow up to 7 days to process your information and to create your account.

**NEW APPLICANT INFORMATION**

(Every field below must be completed. If not applicable, write NA in the field.)

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

First & Last Name: \_\_\_\_\_

Business Street Address: \_\_\_\_\_

Business City, State & Zip Code: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Type of Industry: \_\_\_\_\_

Professional License Type and Number: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

Referred by: \_\_\_\_\_

**BILLING OPTION AND INFORMATION**

Check one:  MC  Visa  AMEX

Debit Checking Account (Attach copy of voided check and sign on signature line. The other fields below do not have to be completed.)

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Cardholder Signature: \_\_\_\_\_

Card Billing Address: \_\_\_\_\_

Card Billing City, State & Zip Code: \_\_\_\_\_