



ALTECH DATA.COM TERMS OF USE AGREEMENT

TERMS OF USE EFFECTIVE AS OF January 1, 2006. AltechData.com is owned and operated by Altech Data Services Inc., an Ohio corporation, and for purposes of this agreement ("Agreement"), shall be known as "The Site". The Site provides access to its databases of criminal records on a fee basis, as outlined below. In order to access any of said databases, users must agree to all of the following terms and conditions:

1. I understand that I am liable for all payments charged to my account by me or anyone using my "Log in ID" and "Password" to access any area of The Site.

2. I agree to pay for responses returned from my queries of "Criminal Searches" even if said responses include zero records.

3. The materials on this Site and the data in The Site's databases are transmitted and distributed "as is" and appear on The Site and in The Site's databases without express or implied warranties of any kind, including, but not limited to, warranties of title or non-infringement, implied warranties of merchantability, or fitness for a particular purpose. Altech Data Services Inc. makes no warranty as to the quality, accuracy, completeness, timeliness and validity of any materials on The Site or in The Site's databases.

4. I understand that, unless otherwise agreed to in a writing signed by Altech Data Services Inc., I will be charged fees as published on the Site. I can cancel my account at any time by written notice faxed, e-mailed or mailed certified mail return receipt requested to AltechData.com, PO Box 29422, Columbus, OH 43229, fax: (877) 541-3503 e-mail: info@AltechData.com. However, I will remain liable for all charges accrued up to that time. I further understand that I am responsible for any expenses incurred by Altech Data Services Inc. for the collection of charges incurred by my use of The Site or The Site's databases, including reasonable attorney's fees.

5. I understand that all information contained in and re-sold by Altech Data Services Inc. is compiled from public records obtained from state, local and federal government offices and may not be 100% complete or accurate.

6. I have read the descriptions of the databases of AltechData.com criminal records subject to this Agreement included on each search page within The Site or attached hereto and understand the depth and/or limitations of the contents of each database.

7. Some of the information reported by The Site or obtainable from The Site's databases, including all criminal records, constitutes personal information that is regulated by the Fair Credit Reporting Act (FCRA). The provisions of the FCRA can be found at <http://www.ftc.gov/os/statutes/050131fcra.pdf>. The Site fits the definition of a "consumer reporting agency" (CRA) and is required to comply with certain provisions of the FCRA, including:

A) Section 607(d), which requires that we provide clients with a prescribed notice of their duties as users of consumer reports under the FCRA. Those duties are set forth at <http://www.ftc.gov/os/statutes/2user.htm> and are hereby being provided to you;

B) Section 609, which imposes the requirement that CRAs disclose all the information in their files on a consumer upon request; and

C) Section 604, which limits the purposes for which information may be provided. Since we do not know the reasons why our customers want access to the data provided in our databases, we rely upon certifications provided by our customers that the information is sought to be used for (or to be provided for) employment purposes; tenant screening purposes; purposes related to a

business transaction initiated by the consumer; other permissible purposes as defined by the FCRA ((a) of Section 604 outlines all of the permissible purposes in detail); OR that customers seek to use the reports from our criminal records for personal reasons that are in no way related to any business purpose.

D) Types and Sources of Data – AltechData provides customers with a broad range of information to meet their specific requirements. In most cases, the data provided through the AltechData network is gathered and updated by third parties. It may include a variety of individually identifiable information including, but not limited to, name and address, property holdings, criminal records and financial data. This information is generally obtained; (i) via direct connection to governmental entities, (ii) via third party companies who access, collect and re-distribute public record information and (iii) through other third party sources who compile and distribute access to databases of information from a variety of sources which may or may not include public record information. In most cases, AltechData cannot control or modify the content of the databases offered. When needed, AltechData will put individuals or users in contact directly with the source or entity that houses and supplies the data.

8. I agree not to use the data obtained from The Site or The Site's databases for any unlawful purposes, including violations of state and federal employment laws or regulations, including specifically, all applicable provisions of the FCRA. I warrant that I will exercise reasonable precautions to ensure that, in cases where I re-sell criminal records from the site's databases, all users of said criminal records also shall abide by the provisions of the FCRA and all state and federal laws and regulations as pertains to the disclosure and use of criminal records delivered to them from the databases. I hereby certify that the information I obtain from the site or the site's databases will be used by me (and by any party to whom I furnish information obtained from this site) for "permissible purposes" as defined in the FCRA. In cases where I do not furnish the information or reports I obtain from this site to any other entity, then I will indicate that my use is for personal reasons only.

9. In relation to ordering, receiving and using motor vehicle records ("MVRs") for employment, independent contractor, promotion, reassignment or retention purposes:

A) Customer certifies to be in compliance with all applicable federal and state statutes and regulations including, but not limited to, the FCRA and its state analogues, the Driver's Privacy Protection Act, 18 U.S.C. § 2721 et seq., ("DPPA") and its state analogues, and statutes and regulations governing fair information practices.

B) Customer certifies that, upon request of Vendor, it shall execute any and all certification forms required by states from which the Customer receives MVRs.

C) Customer shall be prohibited from selling, disseminating, or otherwise distributing any MVR, in whole or in part, to any third party. Customer shall order, receive, and use MVRs solely as an end user.

D) If Customer uses MVRs to take adverse action against a consumer, Customer will notify, in writing, the adversely affected individual, specifying that the MVR influenced the employment decision. Further, Customer must provide the adversely affected individual with Vendor' address and toll-free national telephone number such that Vendor can make full disclosure of any information reported or held by Vendor on said consumer.

10. These terms and conditions are governed by and shall be construed in accordance with the laws of the state of Ohio, without regard to conflicts of law provisions. You hereby consent to the exclusive jurisdiction of and venue of the courts in Franklin County, Ohio for all legal actions related to The Site, The Site's databases, or this Agreement. This Agreement constitutes the entire Agreement between Altech Data Services Inc., and you, and it supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic. If any provision of this Agreement is deemed void, unlawful or otherwise unenforceable for any reason, that provision shall be severed from this Agreement and the remaining provisions of this Agreement shall remain in force.

11. Altech Data Services Inc. reserves the right to change the fees charged for the use of The Site and for use of The Site's databases, and these terms of use, at any time for any reason.

12. I AGREE TO INDEMNIFY AND HOLD HARMLESS ALTECH DATA SERVICES INC., AND ITS OFFICERS, DIRECTORS AND EMPLOYEES FOR ANY CLAIM FOR DAMAGES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED BY COURT CHECK INC. IN DEFENDING ANY CLAIM FOR DAMAGES) RESULTING FROM INFORMATION DERIVED FROM SEARCHES I PERFORMED ON THE SITE OR THE SITE'S DATABASES.

13. I UNDERSTAND AND AGREE THAT MY USE OF THE SITE AND/OR THE SITE'S DATABASES IS ENTIRELY AT MY SOLE RISK. I UNDERSTAND AND AGREE THAT ALTECH DATA SERVICES INC. WILL NOT BE RESPONSIBLE TO ME OR ANY THIRD PARTIES FOR ANY DIRECT OR INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES INCURRED IN CONNECTION WITH MY USE OF THE SITE OR THE SITE'S DATABASES, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ALTECH DATA SERVICES INC., ALTECHDATA.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

14. I make each of the above statements and certifications with respect to me personally, as well on behalf of my employer and any other person or entity to which I provide reports or information based on data obtained from The Site's databases. I have the authority to act on behalf of all such other persons or entities in making these statements and certifications.

15. I have received (as a printed attachment or by virtue of clicking the hyperlink set forth in 7 A) above) the prescribed notice of my duty as a user of a consumer report under the FCRA.

16. In cases where I (or my agent or employer) provide a third party with information obtained by me from The Site or The Site's databases, I will provide all such third parties with the prescribed notice of their duties as a user of a consumer report under the FCRA.

17. In cases where I (or my agent or employer) re-sells any of the information I obtained from The Site or The Site's databases, I will, within twenty-four (24) hours of furnishing a report which contains information obtained from The Site or The Site's databases, disclose to AltechData.com (via mail, fax or email directed to one of the addresses specified in 4. above):

A) the identity of the end-user of the report (or information); and

B) each permissible purpose under section 604 of the FCRA for which the report is furnished to the end-user of the report (or information).

FAILURE TO COMPLY WITH ANY PROVISION OF THIS AGREEMENT WILL RESULT IN TERMINATION OF USER'S ACCOUNT! BY SIGNING IN THE SPACE ON THIS PAGE, THE USER CERTIFIES THAT HE/SHE HAS READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND AGREES WITH ALL PROVISIONS HEREIN.

CUSTOMER

Signature _____

Printed Name _____

Title _____

Dated _____ (mm/dd/yyyy)