

BUSINESS INFORMATION SERVICES AGREEMENT

This customer agreement is executed as of the date set forth below by the undersigned customer (hereinafter referred to as "Customer") for the benefit of Data Facts, Inc. (hereinafter referred to as "Reseller") and Experian Information Solutions, Inc. acting through its Business Information Solutions Group (hereinafter referred to as "Experian").

- A. Restrictions on Use.** In consideration for Customer's right to receive and use certain data and services on business entities (collectively, the "Services") from Reseller and Experian, Customer understands and certifies to Experian and Reseller that the Services:
- (i) Will be used solely in connection with a present or prospective credit or financial transaction with the business entity inquired upon or for other legitimate commercial purposes;
 - (ii) Will not be used as a factor in establishing an individual's eligibility for (a) credit or insurance to be used primarily for personal, family or household purposes, or (b) employment;
 - (iii) Will be used in compliance with all applicable laws, regulations and ordinances, and all special use restrictions set forth in the Agreement or adopted by Experian and/or Reseller hereafter; and
 - (iv) Will be maintained in confidence and disclosed only to persons whose duties reasonable relate to the business purposes for which the information was request.
 - (v) Will not be resold to any third party.
- B. Additional Restrictions for Business Owner Profile or Small Business Intelliscore or any other Experian or Reseller Service containing consumer credit information.**
- (i) is the proprietor of an unincorporated business;
 - (ii) is a general partner in a partnership;
 - (iii) is a guarantor of the business' obligation and has provided a copy of a written guaranty; or
 - (iv) has given written instruction for the provision of such information;
 - (v) will be used solely as an account monitoring tool when Experian Portfolio Monitoring Services are being provided;
 - (vi) will be used in compliance with all applicable laws, regulations and ordinances, and all special use restrictions set forth in any agreement with Customer, Reseller and Experian or adopted by Experian or Reseller hereafter; and
 - (vii) will be maintained in confidence and disclosed only to persons whose duties reasonably relate to the business purposes for which the information was requested.

- (viii) Customer understands that consumer data is not offered or permitted, and no access is granted to these services by Experian or Reseller under this agreement.

Every inquiry made on an individual will appear on such individual's Experian Consumer Information Solutions Group consumer credit report, listed as a BOP, SBI or account monitoring inquiry when using these reports, and will include the customer's business name and address.

C. Terms and Conditions: Customer agrees:

- (i) This agreement shall be in effect for one (1) year from the date hereunder and thereafter shall be automatic for additional (1) year periods, unless either party notifies the other in writing at least thirty (30) days prior to a current expiration date.
- (ii) That payment for these services shall be remitted to Data Facts, Inc. no more than thirty (30) days from receipt of each invoice unless other terms are agreed upon by an Officer of Data Facts, Inc. in writing. It is further agreed that if payment is not received within this designated time frame, Data Facts, Inc. may impose a late fee or finance charge of not more than 1.5% of the outstanding balance due. Should this account become more than sixty (60) days delinquent, Customer further agrees to pay any and all fees, including reasonable attorney fees and court costs, which may be incurred in the collection of this account.
- (iii) Customer is responsible for payment of the entire subscription fee unless Data Facts and Experian agree to new terms. If at any point the customer needs to cancel the contract, they will be required to pay the remainder of the subscription fee in full.
- (iv) That this agreement shall be governed by the laws of the State of Tennessee, without regard to conflicts of law principles.

D. Warranty Disclaimer and Limitation of Liability. Customer further acknowledges and agrees that the data and services:

- (i) are not guaranteed and that neither Experian, Reseller nor their collective sources, officers, employees, independent contractors nor agents will be liable to the Customer for any loss or damage based on any errors or omissions there from;
- (ii) are subject to the following exclusion of warranty. **EXPERIAN, RESELLER AND THEIR COLLECTIVE SOURCES DO NOT GUARANTEE OR WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES, DATA OR THE MEDIA ON WHICH THE DATA IS PROVIDED AND SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY RESELLER'S, EXPERIAN'S OR THEIR COLLECTIVE SOURCES' ACTS OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE, IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERY THE DATA OR SERVICES. IN NO EVENT SHALL RESELLER, EXPERIAN OR THEIR COLLECTIVE SOURCES BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS OR LOST PROFITS), WHETHER FORESEEABLE OR NOT, AND**



HOWEVER CAUSED, EVEN IF RESELLER, EXPERIAN OR THEIR COLLECTIVE SOURCES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PARAGRAPH STATES RESELLER'S, EXPERIAN'S AND THEIR COLLECTIVE SOURCES' ENTIRE LIABILITY AND THE SOLE REMEDY OF CUSTOMER IN CONNECTION WITH THE PROVISION OF THE DATA AND SERVICES.

- (iii) IF, NOTWITHSTANDING THE PRIOR PARAGRAPH, LIABILITY CAN BE IMPOSED ON RESELLER, EXPERIAN OR THEIR COLLECTIVE SOURCES, THEN CUSTOMER AGREES THAT THE AGGREGATE LIABILITY FOR ANY OR ALL LOSSES OR INJURIES TO CUSTOMER CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED UNDER THE AGREEMENT, REGARDLESS OF THE CAUSE OR THE LOSS OR INJURY (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED THE AMOUNT PAID TO RESELLER FOR THE AFFECTED SERVICES AND CUSTOMER COVENANTS AND PROMISES THAT IT WILL NOT SUE RESELLER, EXPERIAN OR THEIR COLLECTIVE SOURCES FOR AN AMOUNT GREATER THAN SUCH SUM AND THAT IT WILL NOT SEEK PUNITIVE DAMAGES IN ANY SUIT AGAINST RESELLER, EXPERIAN OR THEIR COLLECTIVE SOURCES.

**BUSINESS INFORMATION SERVICES AGREEMENT
SIGNATURE PAGE**

Name of Customer: _____

Data Facts, Inc.

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____





Membership Application

Date :

Representative:

Company Name:

Type of Ownership (indicate one) Partnership Sole Owner Nonprofit Corporation LLC

Physical Address:

Mailing Address (if different)

City, State, Zip:

How long? Years Months

Company Phone:

Contact Phone

Fax:

Email:

Federal Tax ID.

What is the nature of your business:

How long has your company been in business:

Type of Report	#of Reports	Amount

_____ My Company agrees to submit our accounts receivable information electronically to Data Facts, Inc. and Experian on a _____ monthly, _____ quarterly basis.

Your authorized signature below is acknowledgement that the above Preferred Customer rates are contingent upon your payment of the agreement within 30 days of the signature.

_____ this day _____ month _____ year _____

DFI Representative:

Start Date:

8520 Macon Road, Suite 2 • Cordova, Tennessee 38018

www.datafacts.com • (901) 685-7599 • (800) 264-4110 • fax (901) 685-5013