

CUSTOMER APPLICATION & AGREEMENT

TOPS VERIFICATION SERVICES, INC. (TVS)

11900 FRANKSTOWN ROAD, SUITE 100, PITTSBURGH, PA 15235

www.calltvs.com

Customer Name

Phone

Street Address (Must be physical address)

Fax

City

State

Zip

Email

Contact Name

Title

ENTITY (Check One):

Corporation

Partnership

Sole Proprietor

TERMS & CONDITIONS

1. SERVICE The TVS Customer will be provided with consumer, business, public record and other data through the TVS network, as requested by the TVS Customer.

2. PERFORMANCE TVS will use the best means and efforts to fulfill each Customer request in the most efficient and expeditious manner. TVS shall have no obligation or liability to the TVS Customer for any delay or failure of its sources due to circumstances beyond its control including, but not limited to, computer malfunction, facsimile failure, trunk or telephone line failure, weather related problems, supplier performance, or Acts of God.

3. GENERAL USE OF DATA The TVS Customer agrees to use the information supplied through the TVS network solely for its own use. The information may not be used for any purpose prohibited by local, state, or federal law or regulations. Violation of any law governing the use of information supplied through the TVS network shall result in the termination of the Customer account.

4. COMPLIANCE WITH THE FAIR CREDIT REPORTING ACT (FCRA) The TVS Customer agrees that any information, or report which is covered by the FAIR CREDIT REPORTING ACT, 15 USC Section 1681, et seq. ("ACT") will be requested and used by the TVS Customer in full compliance with the terms and intent of that ACT. The TVS Customer understands that the purpose of requesting information covered by the FAIR CREDIT REPORTING ACT must be identified, that the information received is for the TVS Customer's use only, and that there are criminal penalties for willful violations of this ACT. The Customer acknowledges receiving a copy of the ACT for their review.

5. CRIMINAL CONVICTION The TVS Customer agrees to acquaint itself and abide by all local, state, and federal laws and restrictions pertaining to the use of criminal conviction histories including, but not limited to: the Privacy Act of 1974, 5 USC 552a, et seq.; The Freedom of Information Act, 5 USC 552, et seq.; Fair Credit Reporting Act, 15 USC 1681, et seq.

6. LIMITATION OF LIABILITY The TVS Customer understands that access to the TVS network does not guarantee the accuracy, or timeliness of the information or records provided through its network and TVS shall not be liable for any direct or indirect loss or injury resulting from the Customer's use of such data, TVS' failure to provide such data or TVS' delay in providing the data to the Customer. The TVS Customer agrees to indemnify and hold harmless TVS from any liability, damages and costs, including

reasonable attorneys' fees, arising from TVS' performance under this Agreement.

7. JURISDICTION & ARBITRATION It is understood that the TVS Customer indemnifies TVS for any and all damages arising under this agreement. The TVS Customer further agrees that any dispute in law or equity concerning this agreement shall be subject to the jurisdiction of the Commonwealth of Pennsylvania and Allegheny County. All matters shall be brought in binding arbitration in the Courts of Allegheny County, Pennsylvania with all the rights and privileges appurtenant thereto.

8. PAYMENT FOR SERVICES A fee will be charged to the TVS Customer for each request. Invoices from TVS are due seven (7) days from invoice date. Fees for services requested by the TVS Customer are due and payable even if the resulting report, responsive to the request, demonstrates that there is no pertinent information available.

9. SUSPENSION AND TERMINATION Suspension or termination of service to the TVS Customer may occur for late payment, exceeding the credit limit imposed or at the TVS Customer's own request. Termination of service to the TVS Customer may also occur for nonpayment or willful violation of the terms of this Agreement. An escrow deposit may be required after termination. Finance charges will be added at a rate of 2% of the statement amount for bills unpaid past the next billing date. The TVS Customer agrees to pay all collection of past due accounts including, but not limited to, court costs, and reasonable attorney's fees.

10. TERM OF AGREEMENT This Agreement will continue in full force and effect, unless otherwise terminated or suspended, until there has been thirty (30) days written notice by either party to terminate. Nonpayment or failure of the TVS Customer to abide by the terms herein outlined shall be deemed sufficient reason for TVS to terminate service to the TVS Customer without such prior notice.

11. CONTRACT IN ENTIRETY This Agreement sets forth the entire agreement for service between TVS and the TVS Customer, and supersedes all prior agreements and representations, and shall be interpreted in accordance with laws of the Commonwealth of Pennsylvania.

12. IN WITNESS THEREOF The TVS Customer understands and agrees that service will not commence with TVS until TVS receives this signed Agreement. The TVS Customer understands that this Agreement may be updated and modified from time to time and that each successive signed Agreement supersedes all prior Agreements.

I have read and agree to all the terms and conditions stated within this Agreement and have read and understand all applicable federal and state laws that govern consumer reports and consumer reporting agencies.

ACCEPTED THIS _____ DAY OF _____, 20_____

NAME OF CUSTOMER: _____

BY: _____

TITLE: _____