

## **SUBSCRIBER AGREEMENT**

This Agreement is entered into as of the date indicated below, by and between \_\_\_\_\_ (First Name) \_\_\_\_\_ (Last Name) or Company Name \_\_\_\_\_ herein referred to as "Subscriber" and CLC Screenings and Carlton Litigation Consultants, LLC herein referred to as "CLC", effective on the date of the approval of the Application by CLC.

CLC agrees to provide Subscriber access and use of CLC Products which CLC at its sole discretion may terminate at any time.

Subscriber understands that data is sometimes entered poorly, processed incorrectly, and generally not free from defect. CLC Products should not be relied upon as accurate for litigation purposes without further verification and investigative resources.

Subscriber understands that CLC Products contain sensitive information that is governed by various state and federal laws, all of which the Subscriber certifies to comply. Page Four contains the applicable provisions of the GLBA and DPPA laws.

Subscriber agrees to designate an account administrator to ensure compliance with this Agreement by all users granted access by the Subscriber. Specifically, the account administrator is responsible for (i) allowing only appropriate employees to obtain CLC Products in compliance with this Agreement; (ii) monitoring appropriate use of CLC Products by the Subscriber and its employees; (iii) maintaining accurate records of all current employees with access to CLC Products, and all former employees who have ever accessed them; (iv) issuing guidelines for the appropriate use of CLC Products by its users; and (v) terminating access when a user is no longer employed by Subscriber, is transferred to new duties not requiring access, or is suspected of improper access or use of CLC Products. If applicable, Subscriber will employ appropriate policies and procedures to control access and security of usernames, passwords, and terminal access for CLC Products. Subscriber will immediately notify CLC at Security@clcscreenings.com of any breach of security in which an unauthorized person has gained access to CLC Products. CLC may audit Subscriber's use of CLC Products. Subscriber agrees to cooperate and to provide CLC all documentation reasonably requested relating to Subscriber's account.

Subscriber will not use CLC Products for the purposes listed on Page Two. Any misuse of CLC Products will be the basis for immediate termination of Subscriber's account as well as full prosecution provided by law.

CLC's entire liability to Subscriber is limited to direct damages not exceeding the fee paid by Subscriber for the CLC Products obtained. CLC shall not be liable for any other damages, costs or expenses whatsoever.

Subscriber agrees to hold CLC, including its representatives, harmless from any and all liabilities relating to Subscriber's use of CLC Products or any breach of this Agreement by Subscriber.

Subscriber agrees to pay CLC all applicable charges for CLC Products accessed. Either party may terminate this Agreement at any time.

This Agreement, the Attachments and the CLC Terms and Conditions located at <http://www.CLCScreenings.com/termsandconditions>, all incorporated by reference, constitute the entire agreement between Subscriber and CLC.

Name of Company: \_\_\_\_\_  
Federal Employee Identification Number (FEIN): \_\_\_\_\_

Physical Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Number of Employees: \_\_\_\_\_  
Web Site: \_\_\_\_\_  
Type of Ownership: \_\_\_\_\_  
Do you have a DBA?: If so, under what name(s)?:  
\_\_\_\_\_

Are you required to be licensed by the State?: If Yes, what type of license(s): If No:  
Explain: \_\_\_\_\_

Proposed Administrator: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address (if not Headquarters): \_\_\_\_\_  
Direct Phone #: \_\_\_\_\_  
Cell Phone #: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

(The person responsible for managing your account on behalf of the Company.)

(a) CLC is not a consumer reporting agency, and CLC Products do not constitute a “consumer report,” as defined by the federal Fair Credit Reporting Act, 15 U.S.C. Section 1681 et seq. (“FCRA”). CLC Products may not be used to determine eligibility for credit, insurance, or used for any other purpose governed by the FCRA.

(b) CLC Products may not be used for the following purposes:

1. To create a competing product.
2. To identify or locate parties in developing a news story
3. To locate friends, family members, or others for personal reasons.
4. To physically or emotionally injure or harm any person.
5. To search for individuals involved in an adoption (children, parents, siblings, etc.).
6. To obtain personal information pertaining to famous people, government officials, or election candidates.
7. In connection with credit repair or credit counseling services.
8. To access information on others out of personal curiosity.
9. To access information on oneself except for training purposes to learn the system.
10. By professional or commercial users for purposes outside their normal business.
11. For marketing purposes or for commercial credit origination.

(c) Neither CLC Products nor any portion thereof may be resold under any circumstances. This does not prohibit Subscriber from delivering a CLC Product, or portion thereof, to its client once it has been incorporated into Subscriber’s work product.

(d) Neither this Agreement nor the license granted may be assigned, transferred, or sublicensed by Subscriber, in whole or in part.

### **Permissible Purpose/Appropriate Use**

Please describe the specific purpose(s) for which CLC data and information will be used. Each and every potential use must be included. If approved, your permitted uses will be restricted to those you have listed in this section.

*Important Note: We ask that you not copy or paraphrase GLBA and DPPA purposes. Please detail your intended use(s) in relation to the specific nature of your business.*

1)

2)

3)

4)

5)

6)

### **GLBA PERMISSIBLE USES**

The GrammLeach-Bliley Act, 15 U.S.C. Section 6801 et seq. ("GLBA"), requires financial institutions and credit-reporting agencies to protect personal financial information of customers, and restricts disclosure of such information to non-affiliated third parties. CLC Products may contain information governed by GLBA. Uses of CLC Products permitted by GLBA are listed below.

To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.

To the extent specifically permitted or required under laws other than GLBA, and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies, to self-regulatory organizations, or for an investigation on a matter related to public safety.

To comply with federal, state, or local laws, rules and other applicable legal requirements.

As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.

Use by persons holding a legal or beneficial interest relating to the consumer.

Use by persons acting in a fiduciary or representative capacity on behalf of, and with the implied or express consent of, the consumer.

For required institutional risk control, or for resolving consumer disputes or inquiries. For a complete reading of the law, visit: <http://www.ftc.gov/privacy/glbact/glbsub1.htm>

### **DPPA PERMISSIBLE USES**

The Driver's Privacy Protection Act, 18 U.S.C. Section 2721 et seq. ("DPPA"), makes it unlawful for any person knowingly to obtain or disclose personal information from a motor vehicle record for any use not permitted by DPPA. CLC Products may contain information that is governed by DPPA. Below are the uses permitted by DPPA.

Use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out that agency's functions.

Use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and, if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.

Use in connection with any civil, criminal, administrative, or arbitral proceeding, in any federal, state, or local court or agency, or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.

Use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating, or underwriting.

Use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49, U.S. Code.

Use by any licensed private investigative agency or licensed security agency for any purpose described above. For a complete reading of the law, visit:

<http://www.flhsmv.gov/ddl/FedDPPAStatute.pdf>

Initials \_\_\_\_\_ Page 4 of 5

**Signature of Subscriber**

I certify that I have read and agree to this Agreement, the Attachments, and the CLC Terms and Conditions, that I am authorized to execute this Agreement on behalf of Subscriber, and that all information I have provided is true and correct.

All of the foregoing is accepted and agreed to by:

\_\_\_\_\_  
**Company Name "Subscriber" (DBA Name if Applicable)    Date**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Type or Print Name of Authorized Signer**