



e-VERIFILE.COM Website Access Subscriber Agreement

1. ACCESS TO THE e-VERIFILE.COM WEBSITE. Pursuant to the terms and conditions of this Agreement, e-VERIFILE.COM grants to CUSTOMER a nontransferable, nonexclusive license to access its website during e-VERIFILE.COM's normal hours of operation solely for the purpose of obtaining from e-VERIFILE.COM an identification badge (the "**Badge**") for use by CUSTOMER's employees or independent contractors. e-VERIFILE.COM will deliver each Badge to CUSTOMER using a delivery company which employs technology to track delivery confirmation. CUSTOMER will be responsible for providing each Badge to its employees or independent contractors.

CUSTOMER understands and agrees that its use of e-VERIFILE.COM's website is subject to restrictions imposed by e-VERIFILE.COM's internet providers as well as federal and state laws. CUSTOMER agrees to comply with all such restrictions of which it receives notice, whether such notice is provided in writing or given online, and such restrictions are incorporated herein by reference. If there is any conflict between this Agreement and such additional restrictions, the additional restrictions will control. e-VERIFILE.COM reserves the right at any time and without prior notice to limit CUSTOMER's access to its website in order to perform repairs, make modifications, or as a result of circumstances beyond e-VERIFILE.COM's reasonable control.

2. PASSWORDS. e-VERIFILE.COM will randomly assign CUSTOMER username(s) and password(s) for CUSTOMER's personnel who are authorized to access e-VERIFILE.COM's website. For security purposes, e-VERIFILE.COM will automatically change such password(s) ninety (90) days after it is issued and provide written notice to CUSTOMER of the new password(s). At any time, CUSTOMER may contact e-VERIFILE.COM to request changes to any username(s) or password(s) assigned by e-VERIFILE.COM. CUSTOMER is responsible for, and will be billed for, all Badges purchased using a username assigned to CUSTOMER. If CUSTOMER learns or suspects that unauthorized use of its account is taking place, or if CUSTOMER's authorized personnel's employment is terminated, then CUSTOMER shall immediately notify e-VERIFILE.COM in writing and e-VERIFILE.COM will cancel such username and password.

3. SOLE USE. The services provided by e-VERIFILE.COM to CUSTOMER are for the sole and internal use of the CUSTOMER and may not be resold, sub-licensed or otherwise revised in any way or delivered to any third party.

4. INDEMNIFICATION. CUSTOMER agrees to, and does hereby, indemnify and hold harmless e-VERIFILE.COM, and its officers, directors, employees, and shareholders, from and against any and all losses, damages, costs, and expenses (including, but not limited to reasonable costs of litigation and attorneys' fees) arising from any claim or action brought by a third person, including CUSTOMER's employees or independent contractors, against e-VERIFILE.COM that arise out of, result from, or is based upon this Agreement, the use of a Badge, or the neglect or intentional misconduct of CUSTOMER.

5. PAYMENT. The price for each Badge will be set forth on the e-VERIFILE.COM website or a separate, written statement of work. CUSTOMER agrees to pay, by credit card (only Visa or MasterCard) or by company check, for all Badges, it orders from e-VERIFILE.COM under the CUSTOMER's account number. If payment cannot be processed, e-VERIFILE.COM will invoice CUSTOMER, and the invoice will be due upon receipt. Invoices not paid in full by CUSTOMER within 30 days of the invoice date or the date when such invoice is delivered electronically to CUSTOMER (whichever is the later date) are subject to a late fee of 1.75% per month (or the maximum fee allowable by law, if this is less), plus all costs of collection, including reasonable



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attorneys' fees. CUSTOMER acknowledges and agrees that e-VERIFILE.COM may suspend access privileges to its website without notice if payment cannot be processed. CUSTOMER will assume responsibility for and pay all applicable local, state, federal, or other taxes (exclusive of taxes based on e-VERIFILE.COM's net income) which result from this Agreement or the products and services provided hereunder.

6. TERMINATION. This Agreement may be terminated by either party at any time upon notice. CUSTOMER agrees, however, to pay for all requests received by e-VERIFILE.COM prior to termination.

7. DISCLAIMERS AND LIMITATION OF LIABILITY. e-VERIFILE.COM MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PERFORMANCE, TIMELINESS, CURRENCY, ACCURACY, ADEQUACY, OR COMPLETENESS OF ITS WEBSITE AND e-VERIFILE.COM SPECIFICALLY DISCLAIMS ALL SUCH WARRANTIES. IN NO EVENT SHALL e-VERIFILE.COM BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES. FURTHERMORE, e-VERIFILE.COM SHALL NOT BE LIABLE FOR ANY ACTION TAKEN BY CUSTOMER AS A RESULT OF e-VERIFILE.COM's ISSUANCE OR DELIVERY OF A BADGE. INSTEAD, CUSTOMER ALONE SHALL BE LIABLE FOR ANY CLAIMS THAT ARISE OUT OF OR ARE IN ANY WAY RELATED TO e-VERIFILE.COM's ISSUANCE OR DELIVERY OF A BADGE.

8. GENERAL PROVISIONS. This Agreement is governed by Georgia law. This Agreement may not be assigned by CUSTOMER, or by operation of law, without the prior written consent of e-VERIFILE.COM. All notices required or permitted hereunder shall be in writing and shall be mailed, e-mailed, faxed, or hand delivered to the other party. Performance by e-VERIFILE.COM is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, government, weather, fire, power, or telecommunications failure, inability to obtain supplies, or breakdown of equipment. The terms and conditions set forth in this Agreement constitute the entire agreement of the parties, and any additional or different terms or conditions set forth in any other document shall be of no effect. CUSTOMER AGREES THAT A COPY OF THE SIGNED ORIGINAL OF THIS AGREEMENT TRANSMITTED BY TELECOPIER (OR FACSIMILE) TO e-VERIFILE.COM WILL BE BINDING ON CUSTOMER AND HAVE THE SAME FORCE AND EFFECT AS THE SIGNED ORIGINAL.

ACCEPTED AND AGREED:

CUSTOMER

(Organization Name) _____

Authorized Signature _____

Title _____

Name (Print) _____

Date _____

Address _____

e-VERIFILE.COM, Inc.

Authorized Signature _____

Title _____

Name (Print) _____

Date _____

Address _____