

New Account Setup Form and Disclaimer

ONE LOW FLAT-RATE* FOR CASE RETRIEVAL NATIONWIDE

Company Name:

DBA:

Date:

Mailing Address:

City: State: Zip: Country:

Physical Street Address:

City: State: Zip: Country:

Tel: Fax: Website:

Alt. Tel: Alt. Fax: Email:

Main Contact:

Name (1): Tel: Email:

Name (2): Tel: Email:

How do you prefer your results: ☐ Email ☐ Fax ☐ Mail ☐ Other:

Do you have a Reference Number Preference. If so, describe:

On subjects with multiple cases should be: ☐ Send each report as it is completed ☐ Hold each report until all are completed

Deliver Invoice by: ☐ Email ☐ Fax ☐ Mail

Accounts Payable Contact:

Name: Tel: Email:

Tax ID: License # (if applicable):

In business since: ☐ Corporation ☐ Partnership ☐ Sole Proprietor ☐ LLC

Terms of Acceptance

Customer hereby warrants that the representation herein made are true and correct and that they are made for the purpose of inducing this company to extend credit to the undersigned. Terms of payment are Net 30. In the event invoices are not paid when due, interest may accrue on the unpaid balance at the rate of 1 1/2% per month on the declining balance. Should legal action be required to enforce payment of any amounts due, customer agrees to pay reasonable attorney fees allowed by law. Customer agrees to pay appropriate charges if referred to third party.

I (we) will comply with the disclaimer on the reverse side of this form. I (we) hereby authorize you or your agents to investigate the references or other data furnished by me or by any other person regarding my credit responsibility if this application is accepted.

Print Name:

Title:

Signed:

Date:



Nationwide Investigations, Court Research, Truth

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Huntington Beach, CA 92647
CourtResearch@dcwpi.com www.dcwpi.com
PI # 12300
Direct: 714.892.0442 Fax: 714.892.3543

* Retrieval fee does not include court fees or copy costs.

DCW & ASSOCIATES, INC.
SUBSCRIBER SERVICE AGREEMENT

This Subscriber Service Agreement (hereinafter referred to as the "Agreement") is entered into this _____ day of _____, 2006, by and between DCW & ASSOCIATES, INC. having its principal place of business at 7400 Center Avenue, Suite 209 in Huntington Beach, California 92647 (hereinafter referred to as "DCW"), and _____ (hereinafter referred to as "Subscriber") with reference to the following:

Whereas, DCW is a nationwide investigative firm which offers a nationwide retrieval service pursuant to which it provides database research and information to authorized individuals and companies; and

Whereas, Subscriber has a need for and desires to subscribe to DCW's computerized retrieval services in accordance with the terms of this Agreement.

Now, therefore, DCW and Subscriber agree as follows:

1. **TERM.** This Agreement shall commence upon the execution of this Agreement and thereafter continue in full force and effect until terminated in accordance with this Agreement. Either DCW or Subscriber may terminate this Agreement upon fifteen (15) days prior written notice to the other for any reason or immediately without notice should Subscriber violate the terms of this Agreement. Upon termination of this Agreement, Subscriber shall pay in full all monies owed to DCW for services provided pursuant to this Agreement. Monthly fees and service charges shall thereafter continue to accrue until such time as the account has been paid in full. Nonpayment or breach of this Agreement shall cause immediate revocation of privileges without prior notice by DCW.

2. **SERVICES.** DCW will furnish Subscriber, on request, consumer and business credit information or other data and information accessed through DCW's computerized reporting system. Subscriber shall provide DCW with appropriate identifying information as to itself, owners, authorized representatives, offices of the Subscriber and other requested information. Request for information shall be submitted only by Subscriber's authorized representatives. Subscriber's employees are at all times forbidden to request reports on themselves or their family members, or business or personal associates. Subscriber shall provide DCW with a current list of all responsible parties as defined in Section 12 of this Agreement.

3. **PERFORMANCE.** DCW will use its best efforts to provide all information requested by Subscriber in an expeditious and efficient manner, though DCW shall have no obligation or liability to Subscriber for any delay or failure by DCW in its obligation to provide information under this Agreement except as provided in Section 7.

4. **PAYMENT OF FEES.** For each response (including "no record" response) to a request for information, Subscriber agrees to pay to DCW the fees set forth in its Price List then in effect which is subject to change from time to time without notice to Subscriber. A copy of DCW's current Price List is attached hereto as Exhibit "A" and incorporated herein by reference. Payment by Subscriber shall be due fifteen (15) days from date of invoice.

5. **PAST DUE ACCOUNTS.** At the option of DCW, payments not received within fifteen (15) days after the date of an invoice may cause Subscriber's account to be suspended, with no additional requests being processed until the outstanding balance is paid in full. Past due balances will be charged 1% per month service charge (annual 12%) or the maximum rate permitted by law, whichever is less. Subscriber further agrees to pay to DCW reasonable attorney fees, costs, collection costs, and expenditures related thereto should it become necessary for DCW to initiate litigation against Subscriber to collect monies owed under this Agreement.

6. **LIMITATION OF LIABILITY.** DCW will use its best efforts to furnish Subscriber with accurate information and will regularly maintain and augment its information gathered from its Subscribers, other customers and from selected public records. However, both Subscriber and DCW agree that it would be difficult to determine the damages to Subscriber from inaccurate information that may be provided to them by DCW. Therefore, both Subscriber and DCW agree that the limitation of DCW's liability to Subscriber shall be the return of the fee paid by Subscriber to DCW for the specific data accessed to the extent that said erroneous or incomplete data and information are found to be the sole basis upon which Subscriber incurred any injury or damages. Except as provided in this Section 6, Subscriber waives any and all claims for damages of any kind against DCW that may result from the inaccuracy of the information or data provided by DCW.

7. **INDEMNIFICATION.** Subscriber shall indemnify, defend, and hold DCW, its directors, officers, employees, agents, and suppliers of information to DCW harmless from and against any all costs and liabilities which may be asserted against DCW based upon the improper use by Subscriber of any credit or other information or data provided to Subscriber by DCW.

8. **SUBSCRIBER USE LIMITATIONS.** Subscriber certifies and agrees that it will request and use credit or criminal conviction history information received from DCW solely in connection with the transactions involving the consumer or business entity for whom such information is specifically sought and shall not request or use such information for any purpose prohibited by law. All such information shall be maintained by Subscriber as prescribed by law and disclosed only to employees whose duties reasonably relate to legitimate business purposes for which the information is requested and shall not sell or otherwise distribute to third parties any information received hereunder, except as otherwise required by law.

9. **COMPLIANCE BY SUBSCRIBER WITH ALL PROVISIONS OF FEDERAL FAIR CREDIT REPORTING ACT (Public Law 91-508, 15 U.S.C. Section 1681 et seq., sub sec. 604-615) AND CONSUMER CREDIT REPORTING ACT. (California Civil Code Sec. 1785.1-1785.34).** Information will be requested only for Subscriber's exclusive use and Subscriber shall certify for each request the purposes for which the information is sought and the information shall not be used for any other purpose. Subscriber agrees and understands that DCW shall only furnish consumer credit reports to a Subscriber who DCW has reason to believe will use the report for permissible purposes, namely: (a) in connection with a credit transaction involving a consumer on whom the information is to be furnished; or (b) for employment; or (c) in connection with the determination of the consumers eligibility for a license or other benefits granted by a governmental agency as required by law; or (e) any otherwise legitimate business need for the information in connection with a business transaction involving the consumer.

NOTE: Federal Fair Credit Reporting Act (Public Law 91-508, 15 U.S.C. Section 1681) and California Civil Code (1785.1-1785.34) both provide that any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined not more than \$5,000.00 or imprisoned not more than one year, or both.

10. **CRIMINAL CONVICTION HISTORIES.** Criminal Conviction History search request shall comply with the following requirements: Freedom of Information Act 5USC552; Crime Control Act, Title 28, Privacy Act, Public Law 93-579 5USC552(a); Title 6 Fair Credit Reporting Act, Public Law 91-508; and all other state or federal laws that may pertain to the investigation undertaken.

11. **VIOLATION OF LAW.** Any violation of state or federal law shall result in immediate termination of this Agreement.

12. **DEFINITION OF RESPONSIBLE PARTY.** "Responsible Party" shall include as those persons who have access to the client code and password issued by DCW to facilitate inquiries into information systems and databases provided by DCW. "Responsible Party" shall include the persons whose names and/or signatures appear at the end of this Agreement and the New Account Application provided concurrently by Subscriber with this signed Agreement, including the owner, partner, officers, managers, licensees, or other authorized agents of Subscriber. In the event of the unauthorized access into the information systems and databases provided by DCW, Subscriber and its responsible parties shall bear full responsibility for any unauthorized or unwarranted inquiries, including payment for said inquiries as set forth in Section 4 and 5 of this Agreement.

13. **SUBSCRIBER'S REPRESENTATIONS.** Subscriber represents and warrants that all of the above statements and the information provided by Subscriber in the New Account Application are, to the best of Subscriber's knowledge, true and correct. Subscriber further represents and warrants that the intended use of all information obtained from DCW shall be solely for legal purposes as set forth in this Agreement, and that DCW shall have no liability, directly or indirectly, for the misuse of said information by Subscriber.

14. **CHOICE OF LAW AND VENUE.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any litigation in connection with this Agreement shall take place in Orange County, California. Subscriber hereby agrees to submit to the jurisdiction of the Orange County Superior Court in connection with all matters relating to this Agreement.

15. **ENTIRE CONTACT.** This Agreement and the new account application sets forth the entire understanding and agreement between DCW and Subscriber and supersedes any prior or contemporaneous oral or written agreements or representations by either party. This Agreement may only be modified by a written amendment duly executed by both parties.

IN WITNESS WHEREOF, DCW and Subscriber have caused this Agreement to be executed by there duly authorized representatives as of the date first written below.

DCW & ASSOCIATES, INC.

By: _____
(Signature)

TITLE: _____

Date: _____

FOR OFFICE USE ONLY – PLEASE DO NOT WRITE IN THIS SECTION
DCW & ASSOCIATES, INC.

Approved By:

Title:

Date:

SUBSCRIBER:

By: _____
(Signature)

TITLE: _____

Please type or print your name:

Address: _____

SUBSCRIBER'S RESPONSIBLE PARTIES:

