

# INFO QUEST, INC.

P.O Box 15521 • Surfside Beach, SC 29587 • Telephone 843.233.WORK email-info1qest@aol.com • Fax 843.233.9676  
Toll Free 800-507-9628 / Fax 800-588-1152

## SERVICE AGREEMENT

BETWEEN \_\_\_\_\_ (SUBSCRIBER)

AND INFO QUEST, INC.

In order to obtain CONFIDENTIAL information, the undersigned (hereinafter referred to as "Subscriber") requests Info Quest, Inc. (hereinafter referred to as Info Quest) for the use of its services, under terms and conditions outlined below, and in consideration of the mutual benefits, Subscriber and Info Quest enter into the following agreement.

### A. THE SUBSCRIBER AGREES:

1. To comply with all provisions of the Fair Credit Reporting Act (15 USC 1681 et seq.)
2. That the nature of its business is \_\_\_\_\_.
3. To request Employment Reports and/or Drug Screenings pursuant to procedures prescribed by Info Quest from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose.

Subscriber certifies that it will not request an Employment Report and/or Drug Screen for employment purposes unless:

- A. A clear and conspicuous disclosure is first made in writing to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer and/or drug screenig report may be obtained for employment purposes.
  - B. The consumer has authorized in writing the procurement of the report(s).
  - C. Information from the Employment Report(s) will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
4. Subscriber further certifies that before taking adverse action in whole or in part based on the Employment Report, It will provide the consumer:
    - A. A copy of the Employment Report(s); and
    - B. A copy of the consumer's rights, in the format approved by the FTC

Reports on employees will be requested only by the Subscriber's designated representative. Employees will be forbidden to attempt to obtain reports on themselves, associates, or any other person except in the exercise of their official duties.

5. Subscriber agrees that it shall use Employment Reports only for a one-time use, and to hold the report in strict confidence, and not to disclose it to any third parties not involved in the current employment decision. Any use of the report provided by Info Quest, Inc. other than for the internal uses provided for in this contract is prohibited. Resale or other commercial use of this report is also prohibited. Any violation of this condition may be a copyright or proprietary right infringement and can result in legal action being taken against Subscriber.
6. Subscriber acknowledges that Info Quest, Inc. will be accessing various computer databases maintained by outside vendors and may be using other information manually or telephonically obtained by third parties and cannot guarantee the accuracy of the information reported. **SUBSCRIBER HEREBY INDEMNIFIES AND AGREES TO HOLD INFO QUEST, INC and EQUIFAX CREDIT INFORMATION SERVICES, INC. HARMLESS FROM ANY CLAIMS OR ACTIONS BROUGHT AGAINST SUBSCRIBER, INFO QUEST, OR ITS AGENTS BASED ON THE DISCLOSURE OF INFORMATION TO SUBSCRIBER OR ANY THIRD PARTY UNDER THIS AGREEMENT.**
7. Subscriber Use Limitations & Compliance with Federal, State & Local Statutes. Subscriber will not distribute or utilize information provided by Info Quest, Inc., except as allowed by law and Info Quest assumes no liability, directly or indirectly, for the misuse of said information by the Subscriber. Subscriber agrees to comply with any and all applicable Federal, State and local laws impacting the request, utilization, and dissemination of any information provided by Info Quest.

**B. INFO QUEST AGREES:**

1. To maintain information on individuals as furnished by its subscribers or obtained from other available sources. Info Quest further agrees to take all reasonable steps to insure that Subscriber requests and information are kept confidential.
2. To make every effort to locate the requested information and check the accuracy of the information provided to the Subscriber and will indicate all sources consulted. However, Info Quest makes no warranty as to the accuracy or completeness of the printed information provided to Subscriber.

**C. IT IS MUTUALLY AGREED:**

1. Info Quest's charges are payable within 30 days of invoice. Info Quest has the right to impose a 1.5% per month overdue charge on any balance past due by 30 days or more.
2. The use of and reliance on any information provided by Info Quest is at Subscriber's own risk and discretion. Info Quest makes no assurances as to the merchantability or fitness for a specific purpose of this information. Info Quest shall not be responsible for any damages resulting from mistakes, omissions, errors, delays, or other defects in the information provided, or for any performance defect due to circumstances beyond the control of Info Quest. You hereby indemnify Info Quest against any claim for damages or loss (including copyrights and proprietary rights). This indemnification shall not terminate with the termination of this service contract.
3. Any addition to, amendment of, or cancellation of this agreement must be in writing and signed by the parties to this agreement. No agreements, warranties, or other understandings exist between the two parties to this agreement other than those contained in writing in this agreement.
4. This agreement shall remain in force and effect for one year from the date hereof, and thereafter, from year to year, on the same basis as set forth herein except that either party may cancel this Agreement at anytime upon at least 30 days prior notice.
5. It is further agreed, however, that with just cause, such as delinquency or violation of the terms of the contract or a legal requirement, Info Quest may, upon its election, discontinue serving the Subscriber and cancel this Agreement immediately.
6. The parties hereto agree that this instrument is the full and complete Agreement between them regarding the furnishing of information, and is not to be altered, varied, or enlarged upon by any verbal promises, statements or representations not expressed herein. This agreement shall not be binding on either party until accepted by Info Quest.

**FAIR CREDIT REPORTING ACT AGREEMENT**

Compliance by the Subscriber with all provisions of the General Fair Credit Reporting Act (Public Law 91-508, 15 U.S.C. Section 1681 ET SEQ. 604-615) and Consumer Credit Reporting Act (California Civil Code Sec. 1785.1-1785.34) or other jurisdictional requirements. Information will be requested only for the Subscriber's exclusive use, and the Subscriber will certify for each request the purpose for which the information is sought and that the information will be used for no other purposes. Subscriber agrees and understands that Info Quest shall only furnish Consumer Credit Reports to a Subscriber whom it has reason to believe will use the report for permissible purposes, namely COURT ORDER; EMPLOYMENT PURPOSES; WRITTEN CONSENT OF THE CONSUMER; INSURANCE UNDERWRITING; INVOLVING A CREDIT TRANSACTION, EXTENSION, OR JUDGMENT; DETERMINING STATUS FOR A LICENSE/BENEFIT AS REQUIRED BY LAW; BUSINESS TRANSACTION INVOLVING THE CONSUMER.

NOTICE: Federal Fair Credit Reporting Act above provides 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 \$5000.000 or imprisoned not more than one year, or both.

INDEMNIFICATION: Subscriber shall indemnify, defend, and hold harmless from and against any and all cost and liabilities which may be asserted and/or assessed against Info Quest, Inc. based upon the improper use by Subscriber of credit or any other information furnished to Subscriber by Info Quest, Inc.

**AGREED and ACCEPTED:**

\_\_\_\_\_  
Subscriber

\_\_\_\_\_  
Info Quest, Inc.

Date: \_\_\_\_\_

--END--