

ENTERSECT Online User Agreement



2700 N. Main St.

Suite 535

Santa Ana, California

92705

www.entersect.net

Phone

714 / 564-9077

Fax

714 / 564-9057

Company Name: _____

First Name: _____

Last Name: _____

Company Address: _____

City: _____

State: _____

Zip Code: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Business Type: _____

Business / Professional License: _____

Payment Method:

Credit Card - *Please complete credit card payment form*

Invoicing - **Billing Contact:** _____

Set-up Fee: **\$49**

Signature: _____

Date: _____ / _____ / _____

Please complete the above requested information along with the signed Agreement Terms and a copy of a business or professional license. Then....

Fax to: 714-564-9057

-or-

Mail to: Entersect 2700 N. Main St.
Suite 535
Santa Ana, CA 92705

Agreement Terms

This agreement is entered into between Certifion Corporation, and the entity first set forth on the reverse hereof ("New User") in Santa Ana, CA. Agreed to terms and conditions as follows:

1.SERVICE

Entersect Online provides nationwide public record information and related ("Services") using its proprietary databases and information obtained from third parties ("Third Parties"). This information is delivered through Entersect™ via the internet. User hereby subscribes to Services for use as a factor in making business decisions and agrees to pay Entersect Online the applicable rates and charges set forth in Paragraph 3 below.

2.PERFORMANCE

Entersect Online will use its best efforts to deliver Services requested by User in an expeditious and efficient manner and to regularly access, update, augment, and maintain its compilation of information gathered from selected public records and other sources used in the provision of Services hereunder. User accepts all information AS IS.

3.CHARGES TO USER

For each response to a request for information, including "no record found", User agrees to pay Entersect Online the applicable charge then prevailing for Services rendered to User. Entersect Online reserves the right to discount "no record found" responses. User shall pay to Entersect Online prices as updated from time to time through on-line announcements, bulletins, and published price schedules. All current and future Entersect Online pricing documents are deemed incorporated herein. A one time application fee will be assessed to each new account in the amount of \$49. A credit for the same amount will be applied to your account.

4.USER LIMITATIONS OF USE

User acknowledges that Entersect Online and/or Third Parties retain all right, title and interest under applicable copyright and related laws in the databases and materials contained therein used to provide Services hereunder, and User shall use such materials consistent with such right, title and interest and notify Entersect Online of any threatened or actual infringement thereof. User further acknowledges that this Agreement grants user a limited license in exchange for payment of fees and charges set forth in Paragraph 3 hereof and user shall not reproduce, retransmit, publish or otherwise transfer for commercial exploitation any information that User receives from Services. Upon approval of intended use(s) by Entersect Online, User agrees to limit use and dissemination of information from Services solely to use(s) set forth under Industry Type(s) on the reverse hereof. User shall at no times represent that it is an authorized agent or representative of Entersect Online or any Third Party unless such written agreement has been established.

5.NEGATION OF LIABILITY/WARRANTY

Neither Entersect Online nor third parties shall be liable to user or to any person claiming through user or to whom user may have provided service-related data for any loss or injury arising out of or caused in whole or in part by Entersect Online or third parties negligent acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering services or in otherwise performance of this agreement. Entersect Online and/or third parties do not guarantee or warrant the correctness, completeness, currency, merchantability, or fitness for a particular purpose of the services or the components thereof.

6.AGREEMENT ENTIRETY

This agreement sets forth the entire understanding and Agreement between Entersect Online and User. By receipt of Services, User agrees to, and shall comply with, such different and /or additional terms of third parties and such changes in this Agreement as Entersect Online shall make from time to time by notice to User. This Agreement shall be interpreted in accordance with the laws of the State of California. Violation by user of state or federal laws, or Entersect Online's or Third Parties' established policies and procedures may result in immediate termination of this Agreement in Entersect Online's sole discretion.

7.PAYMENT OF FEES

User shall be responsible for payment for all services obtained through User's access identification code. Payment by subscriber is due and payable upon invoice. If payments are past due more than ten (10) days from the date of invoice, Entersect Online may interrupt service. If payments are past due more than 25 days, Entersect Online may terminate this Agreement. User is responsible for all collection costs and attorney fees incurred by Entersect Online through its efforts to collect on balance(s) owed by User.

8.COMPLIANCE WITH LAWS

User shall not use Service in violation of any federal, state, or local laws, including the Fair Credit Reporting Act (15 U.S.C.A. 1681 et. seq.) "FCRA". User certifies that it will not use any information obtained through Service as a factor in establishing a consumer's eligibility for credit granting, monitoring, account review, insurance underwriting, employment, or any other purpose addressed in the FCRA.

9. INDEMNIFICATION

User hereby agrees to protect, indemnify, defend, and hold harmless Entersect Online and all Third Parties from and against any and all costs, claims, demands, losses, and liabilities (including actual attorneys' fees) arising from or in any way related to use of information by User (or any third party receiving such information from or through User) furnished by or through Entersect Online to the extent such costs, claims, demands, damages, losses, or liabilities (including attorneys fees) do not result from the improper acts or omissions of Entersect Online or Third Parties. Provisions hereof related to release of claims, indemnification, use of information, and data, payment for Services and disclaimer of warranties shall survive any termination of this Agreement.

AGREED TO:

SIGNATURE: _____

DATE: ____/____/____

PRINT NAME: _____

TITLE: _____



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Credit Card Payment Form

Company Name: _____

Cardholder Name: _____

Card Number: _____

Card Type:

- Visa**
- MasterCard**
- American Express**

Expiration Date: ____/____/____

Billing Address: _____

I authorize Entersect to charge the card listed above for all usage fees incurred within a 30-day period. I also authorize Entersect to use the above listed card as a back-up method in the event my payment is past due (for invoice customers).

Signature: _____

Date: ____/____/____

Please fax to :

ENTERSECT
(714) 564-9057
Attn: Accounting Dept.

Multiple Users Form

Name	Phone	Email	For Entersect Use Only
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