

## SUBSCRIPTION AGREEMENT

This agreement by and between **Unisoft Communications, Inc.** and the company named below "**CUSTOMER**":

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Federal Tax ID# or SSN#: \_\_\_\_\_

Account Contact: \_\_\_\_\_

Voice Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Customer certifies and agrees to use the services of and the reports received from Unisoft Communications, Inc., in compliance with all provisions of the Fair Credit Reporting Act (FCRA), Public Law 91-508, the Americans with Disabilities Act (ADA 1990), the Driver Privacy Protection Act (DPPA), Public Law 103-322 and all other applicable federal and state laws and regulations including federal and state equal opportunity laws and regulations and that a copy of "Notice To Users Of Consumer Reports: Obligations Of Users Under The FCRA" and of "A Summary of Your Rights Under the Fair Credit Reporting Act" and "Driver Privacy Protection Act" have been made available to Customer.

Customer agrees to only request records for employment, licensing, insurance, and credit purposes, or in connection with a legitimate business need initiated by the consumer.

Customer agrees to properly identify itself/himself/herself when requesting reports and further certifies and agrees that information will be requested only for the subscriber's exclusive use and that inquiries will be made only for permissible purposes, and for no other purpose.

Customer agrees that all reports will be kept strictly confidential. Except as required by law, no information from reports will be revealed to any other person, except a person whose duty it is to pass on the information in relation to which the report was ordered. No information will be requested for the use of any other person. Requests for report information from the person reported on or his representative will be disclosed as provided for under the Fair Credit Reporting Act, The Americans with Disabilities Act, Driver Privacy Protection Act or other applicable laws.

Customer agrees to be responsible for making sure its employees are knowledgeable regarding all laws and regulations, including any applicable state requirements related to record use and retention, including proper authorization, and shall comply with same.

Customer agrees that when using the reports for employment purposes it will:

- Disclose to the applicant that a consumer report will be ordered.
- Obtain consent from the consumer, as required by the FCRA before ordering the report.
- Before denying a job or taking any adverse action, show the report and provide a copy of the FCRA "Summary of Rights" notice to the applicant.
- Not violate any applicable Federal or State equal employment opportunity law or regulation.

Customer agrees that when refusing to hire someone based in whole or part on reports received from Unisoft Communications, Inc. it will:

- Notify the applicant of the "adverse action" and
- Provide to the applicant information regarding his rights.

Customer agrees to be solely responsible for any use or misuse of the service provided by Unisoft Communications, Inc., and the information received as a result of this agreement and for compliance with all laws and regulations applicable to such record information. Customer agrees that Unisoft Communications, Inc. shall not be liable to Customer or any other person or entity for any lost profits, claims, suits, damages, fines or penalties of any kind or nature and expressly agrees to hold Unisoft Communications, Inc. its officers, employees and stockholders harmless from and indemnify it for any loss or expense, including attorney fees, as a result of such claims, suits, damages, fines or penalties.

Customer understands and agrees that the accuracy of any information furnished is not guaranteed by Unisoft Communications, Inc. and agrees to release Unisoft Communications, Inc. its officers, employees, stockholders, agents of independent contractors from any and all liability, including without limitation, liability or damage from any negligence in connection with procuring, collecting, preparation or communication of such reports, and from any loss or expense suffered by Customer resulting directly or indirectly from these reports.

Customer agrees that it will be responsible for maintaining the secrecy of all account numbers and passwords assigned to it and agrees to pay for all Information reports, products and services ordered and processed by Unisoft Communications, Inc. according to the rate schedule in effect at the time services are rendered. Customer understands that services provided through Internet access require a debit account wherein amounts will be withdrawn from that account as services are ordered and processed. These funds will be kept in a non-interest bearing Escrow Account. Customer will be responsible for replenishing the account when account balance becomes zero. If the customer's account balance becomes zero, no online request can be made until the account is replenished.

Customer agrees to pay the actual attorney's fees and expenses incurred by Unisoft Communications, Inc. in the enforcement of this agreement and collection of the sums due under it both prior or subsequent to judgment and in any and all trial, appellate and bankruptcy tribunals, whether suit be brought or not. Venue for all legal actions or suits between the parties to this agreement shall be in Dade County, Florida unless otherwise prohibited by law.

This agreement may be canceled at any time by Unisoft Communications, Inc. and services terminated, however, such cancellation shall not terminate the customer's obligation to pay for services previously rendered.

The person who signs this agreement as well as the Customer agrees that by signing this agreement the person represents and warrants that he/she is authorized to execute this agreement on behalf of the Customer.

**Reason(s) For Ordering Reports: (Check all that apply)**

- Employment or Contract Labor purposes      Other purpose (explain below) \_\_\_\_\_  
 Tenant Screening purposes \_\_\_\_\_  
 Insurance Claims/Underwriting purposes \_\_\_\_\_

**Customer agrees that it will only request driving records which includes personal information for the following permissible use(s) and for no other reason as described in the Federal Driver Privacy Protection Act and summarized by the corresponding number below: (Check all that apply)**

1. For governmental function...       10. Operation of private toll facilities...  
 2. For matters of vehicle or driver safety...       11. Other legal use if state obtained consent..  
 3. Verify / correct info provided by individual...       12. Bulk distribution if state obtained consent.  
 4. In connection with a court proceeding...       13. With written consent of individual...  
 5. Research and statistical analysis...       14. Use specifically authorized by state law...  
 6. Insurance underwriting, rating, claims...       15. For Resale but only for a permitted use as  
 7. Owner notice of towed or impounded vehicle      as allowed in the DPPA and Florida Law.  
 8. For use by licensed PI as permitted...  
 9. For employer to obtain and verify CDL...

I (we) have read and understood the Subscription Agreement; The Federal Driver Privacy Protection Act (DPPA) and the Fair Credit Reporting Act (FCRA) "Notice to Users of Consumer Reports" as provided by Unisoft Communications, Inc. I (we) certify that our business use of all information provided by Unisoft Communications, Inc. will be subject to the Subscription Agreement and is allowable under the provisions of the DPPA as indicated above, and in compliance with the FCRA where applicable. This certification shall apply to each of our dealings with Unisoft Communications, Inc. If the nature of our business or use of information changes, it is our responsibility to contact Unisoft Communications, Inc and complete a new Subscription Agreement. This Agreement cannot be changed or modified without the express prior written permission of Unisoft Communications, Inc.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Type or Print) \_\_\_\_\_ Title: \_\_\_\_\_

**A copy of your business, professional or insurance license or a copy of an official Federal Form with your Business Name and Federal Tax I.D. Number imprinted must be included with this Agreement.**

Fax or Mail signed Agreement to:      1-305-274-1004  
Unisoft Communications, Inc.  
8900 SW 117th ave Suite C105  
Miami, FL 33186