

**FMCS SERVICE AGREEMENT**

This Agreement is entered into between First Meridian Credit Service (FMCS), and the entity first set forth on the reverse hereof (“Subscriber”) in the City of El Monte and county of Los Angeles, State of California. Agreed to terms and conditions as follows:

**SERVICE** FMCS provides nationwide credit profiles and public record information, document retrieval and related services (“Services”) using its databases and information obtained from third parties (“Third Parties”) including Equifax, Experian and Trans Union. Subscriber hereby subscribes to Services for use as a factor in making its business decisions and agrees to pay to FMCS the applicable rates and charges therefor set forth by FMCS (which is subject to change).

**PERFORMANCE** FMCS will use its best efforts to furnish Subscriber accurate and reliable information and Services, but because FMCS must rely on varied sources for its data and information, FMCS does not guarantee the correctness or completeness of such information and will not be liable or responsible to Subscriber, its customers, users or subscribers for any inaccurate or incomplete information. Subscriber accepts all information AS IS.

**SUBSCRIBER USE LIMITATION** Subscriber hereby certifies and agrees that it will access and use information and Services received from FMCS solely in strict conformity with the Federal and State Fair Credit Reporting Act and other applicable laws. Subscriber shall at no time represent that it is the authorized agent or representative of FMCS or any Third Party. Subscriber will keep all reports, whether oral or written, strictly confidential: and except as required by law, reveal no information from reports to the person reported on or to any other person except a person whose duty requires him to participate in the decision for the transaction for which the report was ordered. Subscriber certifies that inquiries/credit report information will be used for \_\_\_\_\_ purpose only. Subscriber also certifies that subscriber is the End User and will not further resell the credit reports.

**INDEMNIFICATION** Subscriber hereby agrees to protect, indemnify, defend and hold harmless FMCS and all Third Parties including Equifax, Experian, and Trans Union from and against any and all costs, claims, demands, damages, losses and liabilities (including actual attorneys’ fees) arising from or in any way related to use of information by Subscriber (Or any third party receiving such information from or through Subscriber) furnished by or through FMCS. Provision hereof related to release of claims, indemnification, use of information and data, payment or Services and disclaimer of warranties shall survive any termination of the Agreement. If any action at law or in equity or any arbitration proceeding is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney’s fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled. This agreement shall be governed by the laws of the State of California. Any disputes under this agreement shall be determined by the court of Los Angeles county, California.

**TERM OF CONTRACT** It is mutually agreed by the parties that this agreement shall remain in full force and effect without a fixed date of termination, but may be terminated by either party without cause at any time without prior notice of such cancellation in the event of a breach of the agreement.

**PAYMENT AND FEES** Payment by Subscriber is due and payable ten (10) days from the date of invoice. If payments are past due more that 25 days, a finance charge of 1 1/2% per month shall be charged and added to Subscriber’s obligation. In the event FMCS deems it prudent to place for collection any amount due under this agreement, in addition to the principal amount due, interest, and late charge, FMCS shall be entitled to costs of collection including a reasonable attorney’s fee.

**SUBSCRIBER CREDIT INFORMATION** By executing this Agreement, Subscriber acknowledges and agrees that its consumer credit reports may be requested by FMCS in accordance with the Federal Fair Credit Reporting Act from one or more consumer reporting agencies in connection with this application. Subsequent consumer credit reports may be required or used by FMCS in connection with any update, renewal or extension of credit to Subscriber.

By signing below I am giving FMCS personal guarantee of all debt incurred by \_\_\_\_\_ Failure to pay will result in reporting to the department of real estate and any legal action deemed necessary to receive payment.

First Meridian Credit Services

Subscriber (Company): \_\_\_\_\_

Sign By: \_\_\_\_\_

Sign By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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