

Terms & Conditions

This DataTrace Online, Inc. Terms and Conditions (this "Agreement") is entered into by and between DataTrace Online, Inc., a Utah corporation ("DataTrace"), and the undersigned ("User").

RECITALS

WHEREAS, DataTrace Online, Inc. desires to sell such services and information (collectively, the "Services") to User. NOW, THEREFORE, for and in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, DataTrace Online, Inc. and User hereby agree as follows:

AGREEMENT

1. In providing the Services, DataTrace Online, Inc. agrees to do the following:
 - (a) Comply with all laws applicable to the making of reports.
 - (b) Follow reasonable procedures to assure the maximum possible accuracy of the information reported, subject to Paragraph 1(d) below, and reinvestigate if requested by User without further charge if the information was incorrect.
 - (c) Although DataTrace Online, Inc. shall exercise reasonable efforts to furnish to user accurate information, user acknowledges that all data and information constituting the services provided and/or sold to user under this agreement are purchased "as is", and DataTrace Online, Inc. and its third party suppliers hereby (i) disclaim any assurances or guaranty regarding the correctness, completeness and, currentness, (ii) disclaim any warranty, express or implied, including without limitation any implied warranty of merchantability or fitness for a particular purpose, of the services or the components thereof. notwithstanding the foregoing, in the event that DataTrace Online, Inc. or any or all of its third party suppliers are deemed liable in any manner, whether based on contract, warranty, negligence or otherwise, both DataTrace Online, Inc. and user hereby agree that the limitation of DataTrace Online, Inc.'s or any such third party supplier's total liability to user under this agreement shall be expressly limited to the return of the fees paid by user to DataTrace Online, Inc. for the data provided to which a given claim relates. Neither DataTrace Online, Inc. nor such third party suppliers shall be liable to user for any other damages, including punitive damages, exemplary damages, consequential damages, or any other costs and expenses, regardless of the cause or whether the damages were foreseeable. User acknowledges that every decision involves assumption of a risk and expressly agrees that use of the services is at user's sole risk.

2. In connection with the purchase of the Services, User agrees to do the following:

- (a) Comply with all laws applicable to the services provided herein including the all federal and state laws, regulations and statutes.
- (b) Hold DataTrace Online, Inc. and its affiliated companies, and the directors, officers, agents, employees, and independent contractors of DataTrace Online, Inc. and its affiliates harmless on account of any expense or damage resulting from the procurement, use or publication by User, or the employees or agents of User, of report information contrary to the terms of this Agreement or contrary to state/federal law or regulation.
- (c) Recognizing that information in reports is secured from and processed by fallible sources (human and otherwise) and that for the fee charged DataTrace Online, Inc. for the Services cannot be either an insurer or a guarantor of the accuracy of the information reported, User hereby releases DataTrace Online, Inc. and its affiliated companies and the directors, officers, agents, employees, and independent contractors of DataTrace Online, Inc. and its affiliated companies from liability for any negligence of third parties in connection with erroneous information received from such third parties.

3. Miscellaneous:

- (a) DataTrace Online, Inc. reserves the right, in its sole discretion, to terminate User's access to any or all DataTrace Online, Inc. Sites/Services and the related services or any portion thereof at any time, without notice. DataTrace Online, Inc. may also terminate or suspend User's access to DataTrace Online, Inc. Site/Service(s) for inactivity. DataTrace Online, Inc. shall have no obligation to maintain any content or to forward any unread or unsent messages to User or any third party.
- (b) The parties understand and agree that this Agreement constitutes all conditions of service and reporting and applies to all reports made by DataTrace Online, Inc. to User. No changes in these conditions may be made except by mutual consent in writing by an authorized representative of User and DataTrace Online, Inc..

If User intends to access any of DataTrace Online, Inc.'s instant databases, the following conditions also apply.

- (i) The Services are distributed on an "as is" basis without warranties of any kind, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. DataTrace Online, Inc. does not warrant that the Services will be uninterrupted or error free. DataTrace Online, Inc. makes reasonable effort to provide an accurate representation of the public record databases in this website.

- (ii) DataTrace Online, Inc. does not warrant the correctness of the results of the Services. User utilizes the results of the service at User's own risk. Under no circumstances shall DataTrace Online, Inc. be responsible for any errors or omissions in the database and or reports ordered via our on-line service. DataTrace Online, Inc. shall not be responsible for any consequential damages arising out of use of the Services.
 - (iii) This Agreement entitles User access to the service for reference purposes only. Should User (or any third party receiving such information from or through User) need to be absolutely sure that the information is correct, User (or third party receiving such information from or through User) should order a certified record from the governmental agency that supplies the data.
 - (iv) At no time shall User portray that it is the representative or authorized agent of DataTrace Online, Inc. or any third party. User acknowledges and agrees that it shall acquire no right, title or interest under applicable copyright and related laws in the databases and materials contained therein, or otherwise found in this website.
4. User agrees to use the Services for legally legitimate purposes. User is aware accesses may be logged. DataTrace Online, Inc. reserves the right, in its sole discretion, to deny access to any user of the Services. User understands that it is liable for all payments charged to my account by User or anyone using User's "username" and "password" to access any area of the Services.
 5. DataTrace Online, Inc. reserves the right to change prices, add or delete services, and change characteristics of each service at any time, from time to time, and without notice.
 6. User agrees to protect, indemnify, defend and hold harmless DataTrace Online, Inc. and all third party suppliers from and against any and all claims, suits, or actions of every name, kind and description 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 DataTrace Online, Inc..
 7. User agrees to pay for responses returned from my queries of " Searches" even if said responses include zero records.
 8. Provisions related to the disclaimer or warranties, use of information and data, payment for service, terms, and indemnification shall survive any termination of this agreement.
 9. User agrees and acknowledges that the information contained herein and in the Services is derived solely from public records, which may not be 100 percent accurate or complete.
 10. User has read the descriptions of the instant databases offered

by DataTrace Online, Inc. subject to this agreement and attached hereto and understands the depth and/or limitations of the contents of each database.

11. DataTrace Online, Inc. reserves the right to release current or past user information in the event that DataTrace Online, Inc. believes that: 1) the user is using, or has used the service in violation of the terms and conditions, to commit unlawful acts; 2) if the information is subpoenaed; 3) if DataTrace Online, Inc. is sold or acquired; or 4) as DataTrace Online, Inc. deems it necessary or appropriate.
12. DataTrace Online, Inc. enforces a no refund policy - This includes but is not limited to: mistakes or erroneous information provided by the user on the order form as submitted after the user has confirmed the information and acknowledged these terms, even if your criminal record search results in "No records found" or a record has incorrect information. Every search that is processed through our systems incurs fixed and variable costs for our organization. Whether the search results yield hundreds of offense records, or none at all, orders are fulfilled using the same rigorous standards and processes. Due to the variations in coverage across state and county jurisdictions, DataTrace Online, Inc. strongly encourages user to review the sources before completing your order. DataTrace Online, Inc. cannot be held responsible for records that are not included in our coverage.

IF USER DOES NOT COMPLY TO THE PROVISIONS SET FORTH IN THE TERMS AND CONDITIONS MENTIONED IN THIS AGREEMENT, DATATRACE ONLINE, INC. WILL IMMEDIATELY TERMINATE ACCESS TO THE SERVICE.