



OneClick-Data Application and Agreement – Qualified Access

OneClick-Data. (OCD) provides the product OneClick-Data, Clairvoyance, OneClick-Work, OneClick-Cell and OneClick-Bank (Databases) for which this Application and Agreement apply. The information submitted on this application and agreement will be used to determine the Customer's eligibility for accessing OneClick-Data and its databases. OCD reserves the right to reject this agreement without reason. In addition, Customer authorizes OCD to independently verify the information and perform research about the individuals identified herein.

Company Information (Customer)

Company Name: _____

Administrator Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____ Corporate Website: _____

Type of Corporation:

Type of Business: _____ Collections _____

Sole Proprietorship Partnership Corporation

Number of years in business: _____ Number of Employees: _____

Business/Professional License Number: _____

Date Issued: _____ Exp Date: _____

Issuing Dept or division: _____

A copy of your current business/professional license must accompany this agreement.

1. Customer agrees and acknowledges that the Databases and any data or information contained therein or obtained from is and remains the exclusive property of OCD and/or its third-party data suppliers, and that the Customer has not acquired any interest therein. As a result, the Customer has no right to resell any of the data or information contained in or obtained from OCD and/or the Databases to others under any circumstances.



2. Customer acknowledges some of the information contained in OCD Services is “nonpublic personal identifiable information” as defined in the Gramm-Leach-Bliley Act and related state laws (the “GLBA”). Customer shall not obtain and/or use GLBA data through the OCD Services, in any manner that would violate the GLBA or any similar state or local laws, regulations and rules.
3. For Online Access - Customer will be granted password(s) allowing approved employees to access the Databases. Customer will provide OCD with appropriate Internet protocol identifying numbers allowing the password to be restricted to only those authorized to access the Databases. Customer agrees not to share its password with any third party without the express, written consent of OCD. Customer is solely responsible for all searches performed by its agents, employees, or others utilizing its user identification and password. Customer will take reasonable steps to assure that all users of the Databases and/or any OCD services adhere to all local and federal laws including the FCRA and GLBA.
4. Customer warrants, represents and certifies to put in place the necessary security measures to ensure safe transfer of information from OCD Services to the Customers. Customer is responsible for its employees and the searches conducted using their account access codes and that the appropriate training, education and security are in place to ensure the proper use of the OCD Services. Customer is liable for any and all damages, including penalties, costs and reasonable attorney fees that arise from the misuse or breach of the OCD Services due to an employee conducting rogue searches or from a breach of its physical or electronic systems.
5. Customer hereby warrants, represents and certifies that it will require all individuals or entities acquiring access to the Information through the Customer to warrant represent and certify that they will only use the Information which is expressly permitted under the GLBA.
6. The following statement(s) are checked that best describes Customer and its use of the Databases and the information obtained there from:
 - For use as necessary to effect, administer or enforce a transaction requested or authorized by the consumer
 - For use to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability
 - For use in required institutional risk control programs
 - For use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer
 - For use by persons acting with the consumer’s consent in a fiduciary or representative capacity on behalf of the consumer



- For use in complying with federal, state or local laws, rules and other applicable legal requirements
- 7. Customer shall be responsible for payment for all services obtained through Customer's account access codes (includes web services and batch portals) after the agreed upon "free" demo period has expired.
- 8. Customer hereby agrees to protect, indemnify, defend and hold harmless OCD from and against any and all costs, claims, demand, damages, losses and liabilities (including attorneys' fees and costs) arising from or in any way related to use of information received by Customer furnished by or through OCD.
- 9. Customer acknowledges and understands that a physical inspection of their place of business by an authorized agent of OCD must be completed in order to maintain access to the Databases.
- 10. The term of this agreement is for services rendered and shall be in full force and effect during such periods of time during which OCD is providing services to Customer.
- 11. The Customer acknowledges and agrees that while OCD and its third-party data suppliers make every reasonable effort to assure that the Databases and the data and information contained therein are an accurate reflection of the information received, neither OCD nor its third-party data suppliers can or does represent or warrant that the Databases and/or data and information contained therein or obtained therefore will be complete and accurate. Neither OCD nor its third-party data suppliers shall be responsible or liable for any inaccuracy of the Databases and/or data and information contained therein, or for interruption in service caused by the failure of the Internet or the World Wide Web, by any Act of God, or by any other *force majeure*. UNDER NO CIRCUMSTANCES SHALL OCD OR ITS THIRD-PARTY DATA SUPPLIERS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF THEY HAVE BEEN MADE AWARE OF THE POTENTIAL FOR SUCH DAMAGES. ADDITIONALLY, OCD AND ITS THIRD-PARTY DATA SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF CORRECTNESS, COMPLETENESS, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE DATABASES AND DATA AND INFORMATION CONTAINED THEREIN OR OBTAINED THEREFROM, OR SERVICES PROVIDED HEREUNDER.



12. Indemnification: Customer agrees to indemnify OCD, its affiliates, related companies, parents, subsidiaries, past and present directors, past and present officers, past and present employees and assigns from and against any and all costs, losses and damages as a result of customer's breach of this Agreement by failure to have a legitimate and permissible business purpose for obtaining the databases to be provided by OCD or (2) that the debtor data furnished by Customer to OCD is inaccurate.

13. This Agreement shall be interpreted under the laws of the state of Colorado and venue for any action in connection with this Agreement shall be in Denver, Colorado.

14. This Agreement represents the culmination of all negotiations and representations by the parties, and constitute the entire agreement between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of the Effective Date.

CUSTOMER

By: _____
(Signature)

Name: _____

Title: _____

Date: _____