

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CHRISTINE VARAD,)	
)	
Plaintiff,)	
)	C.A. No. 06 CA 11370 MLW
v.)	
)	
REED ELSEVIER INCORPORATED,)	
d/b/a/ Lexis Nexis Corporation,)	
Lexis Nexis Accurint,)	
)	
Defendant.)	

EXHIBIT C

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Fax
561-893-8090
CAROL ANDERSON
561-893-8086
canderson@accurint.com



APPLICATION and AGREEMENT

To Submit Your Application:

- Print, fill out, and sign Application or complete the Application form online and print it.
- Include copies of documentation verifying your business and professional license. Examples of necessary documentation include:
 - Business License
 - Professional License
 - Corporate Charter or Similar Certificate of Organization for Partnership/LLC (Certified Copy)
- Initial ALL pages of the Application, sign where indicated, and fax the Application and supporting documentation to Seisint, Inc. at 561-893-8086.

The information submitted on this Application and Agreement will be used to determine eligibility for accessing information provided by Seisint, Inc. ("Seisint"). Seisint reserves the right to reject this Application and Agreement without reason or for any reason whatsoever, without recourse against Seisint or any of its employees, officers, directors, agents, affiliates, or other designees. Additionally, the applicant hereby authorizes Seisint to independently verify the information provided herein.

PART 1: (This section must be filled out entirely.)

SECTION A: COMPANY INFORMATION

Company Name Gall & Gall Company, Inc
 Physical Address 8555 N. Dixie Dr.
 City Dayton State OH Zip 45414
 Telephone (937) 264-4900 Company Web Address www.gallgall.com

SECTION B: ACCOUNT CONTACT INFORMATION

Last Name Gall First Name Beverly Title CEO
 Telephone (937) 264-4900 Extension 222 Fax (937) 264-4903
 Email Address bgall@gallgall.com

PART 2: (If you choose to be billed on a credit card, fill out this portion and proceed to Part 4.)

SECTION A: CREDIT CARD APPLICATION (If you choose to be billed on a credit card, fill out this portion)

We accept MasterCard, Visa, and American Express. For security and authentication purposes, we require the account holder to provide the address to which the credit card company mails the monthly statement.

Cardholder Name _____
 Card Number _____ Expiration (MM/YY) _____
 Credit Card Statement Address _____
 City _____ State _____ Zip _____
 Card Type: MasterCard Visa American Express

By choosing to have a credit card billed directly by Seisint, I hereby authorize Seisint to bill this credit card for the charges incurred for use of Seisint's Accurint service. Additionally, I hereby agree that if the credit card company refuses to pay Seisint for such charges incurred for use of the Accurint Service, the applicant shall be responsible for the payment of such charges.

PART 3: (If you choose to be billed directly, fill out this portion and proceed to Part 4.)

SECTION A: CREDIT INFORMATION (If you choose to be billed directly, fill out this portion)

By submitting this direct billing application, I certify that I am authorized to apply for credit on behalf of the company named in this Application and Agreement. I further certify that the information I provide relating to this credit application is true and complete. I hereby grant permission to Seisint to verify the credit data relating to the credit information provided herein.

BILLING CONTACT

Last Name Gall First Name Beverly Title CEO
 Telephone (937) 264-4900 Extension 222 Fax (937) 264-4903
 Email Address bgall@gallgall.com
 Billing Address 8555 N. Dixie Dr.
 City Dayton State OH Zip 45414

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SECTION B: COMPANY PRINCIPAL(S)

Principal(s) of Company (required for companies incorporated less than five years and also required for all sole proprietors and partnerships).
 Last Name _____ First Name _____ Title _____ SSN _____
 Last Name _____ First Name _____ Title _____ SSN _____
 Last Name _____ First Name _____ Title _____ SSN _____
 Dun & Bradstreet Number _____

BANKING INFORMATION

Financial Institution Monroe Federal Contact Name _____ Title _____
 Address _____
 City Dayton State OH Zip 45414
 Contact Telephone Number (_____) _____ Extension _____
 Type of Account: Checking Savings Account Number _____

BUSINESS CREDIT REFERENCES

Name of Creditor 123WORKS
 Contact Telephone Number (_____) _____ Account Number _____
 Name of Creditor _____
 Contact Telephone Number (_____) _____ Account Number _____

PART 4: (This section must be filled out entirely.)

SECTION A: TYPE OF BUSINESS

Sole Proprietor Corporation Partnership/LLC State of _____
 Dun & Bradstreet Number _____ Federal Tax ID _____

BUSINESS / PROFESSIONAL LICENSE NUMBER

Date issued/Expiration Date _____ Town/City issued _____
 County issued _____ State _____

SECTION B: INDUSTRY CLASS: (Check the item that best describes the type of business in which you are engaged—SELECT ONE.)

- | | | |
|--|--|---|
| <input type="checkbox"/> Attorney/Law Office | <input type="checkbox"/> Insurance | <input checked="" type="checkbox"/> Other (Specify) <u>Background Screening</u> |
| <input type="checkbox"/> Banking | <input type="checkbox"/> Landlord/Management Company | |
| <input type="checkbox"/> Child Support Enforcement | <input type="checkbox"/> Media | |
| <input type="checkbox"/> Collection | <input type="checkbox"/> Process Server | |
| <input type="checkbox"/> Government | <input type="checkbox"/> University | |
| <input type="checkbox"/> Human Resources | <input type="checkbox"/> Utility Company | |

PART 5: TERMS AND CONDITIONS OF USE

SECTION A: GLE ACCEPTABLE USES (CHECK ALL THAT APPLY - AT LEAST ONE MUST BE CHECKED)

The information that the Account Service provides to the end user may contain consumer identification information governed by the Gramm-Leach-Bliley Act (GLB). In accordance with GLB, such information may only be used for the following purposes:

- Completion of a transaction authorized by the consumer including but not limited to the collection of delinquent accounts.
- Application Verification including but not limited to (a) employment application verification (however, Account data cannot be used to make an employment decision as outlined in the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.)), (b) property leasing application information verification (however, Account data cannot be used for making a leasing decision as outlined in the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.)), and (c) insurance application information verification (however, Account data cannot be used for making a decision to insure an individual or business as outlined in the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.)). Customer represents and warrants that Account data will not be used for purposes governed by the Fair Credit Reporting Act.
- Law firm and attorney functions
- Insurance purposes including (a) account administration, (b) reporting, (c) fraud prevention, (d) premium payment processing, (e) claim processing and investigation, (f) benefit administration, or (g) research projects
- Fraud detection and prevention
- Required institutional risk control/dispute resolution for resolving customer disputes or inquiries

I have no GLE permitted use.

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SECTION B: DPPA ACCEPTABLE USES (CHECK ALL THAT APPLY - AT LEAST ONE MUST BE CHECKED)

The Accurint database also contains driver's license and motor vehicle registration information governed by the Driver's Privacy Protection Act (DPPA). In accordance with DPPA, such information may only be used for the following purposes:

- Use by a court or other government agency or entity, acting directly on behalf of a government agency. 18 U.S.C. § 2721 (b)(1)
- Use for any matter regarding motor vehicle or driver safety or theft; to inform an owner of a towed or impounded vehicle. 18 U.S.C. § 2721 (b)(2)
- Use in the normal course of business, to verify the accuracy of personal information submitted by the individual to the business and, if the submitted information is incorrect, to obtain correct information, but only for the purpose of preventing fraud by, or pursuing legal remedies against, or recovering on a debt or security interest against, the individual. 18 U.S.C. § 2721 (b)(3)
- Use in connection with a civil, criminal, administrative, or arbitral proceeding. 18 U.S.C. § 2721 (b)(4)
- Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under the Commercial Motor Vehicle Safety Act of 1986. 18 U.S.C. § 2721 (b)(5)
- Use by an insurer or insurance support organization, in connection with claims investigation activities, anti-fraud activities, rating or underwriting. 18 U.S.C. § 2721 (b)(6)
- Use by a licensed private investigative agency or licensed security service, for a purpose permitted in items 1 through 6 above. 18 U.S.C. § 2721 (b)(7)

I have no DPPA permitted use.

SECTION C: TERMS AND CONDITIONS

1. RESTRICTED LICENSE. Seisint hereby grants to Customer a restricted license to use the Accurint Services in accordance with the acceptable use(s) identified by Customer in the Accurint Application and Agreement. The Accurint Application and Agreement has identified industry-specific appropriate uses for which its Accurint Services are to be used, and Customer agrees to exercise appropriate use for any requested information prior to accessing it, to limit its use to those stated purposes, and to take appropriate measures so as to protect against the misuse of information provided pursuant to the Accurint Services. Customer also agrees that it shall not access the Accurint Services from Internet Protocol addresses located outside of the United States and its territories without Seisint's prior written approval. Customer shall not use the information provided hereunder for any purpose that would violate the privacy obligation policy and any other terms and provisions of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.), the Federal Drivers Privacy Protection Act (18 U.S.C. § 2721 et seq.), or any similar state or local statute, rule, or regulation. Customer shall not use the Accurint Services for marketing purposes nor for any purposes governed by the federal Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) including the purpose of serving as a factor in establishing a consumer's eligibility for (a) credit or insurance to be used primarily for personal, family, or household purposes; (b) employment purposes; or (c) any other purpose authorized under the Fair Credit Reporting Act. Customer shall abide by such legislation and rules and regulations as may be enacted or adopted after the date hereof. Customer agrees that if Seisint determines or reasonably suspects that Customer is engaging in marketing activities, reselling or brokering the Accurint Services' programs or computer applications, or otherwise violating any of the laws or regulations described in these terms and conditions, Seisint may immediately terminate the delivery of, and the license to use, the Accurint Services. Use of the Accurint Services is expressly conditioned upon acceptance of and agreement to terms 1 through 17 contained herein ("Terms").

2. PERFORMANCE. Seisint will use reasonable efforts to deliver the Accurint Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the Accurint Services; provided, however, that the Customer accepts all information "AS IS." Customer acknowledges and agrees that Seisint obtains its data from third-party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on Seisint for the accuracy or completeness of information supplied in using the Accurint Services.

3. CHARGES. For each response to a request for information, Customer agrees to pay to Seisint for use of the Accurint Services the applicable charge then prevailing for the information requested. Customer shall pay to Seisint fees in accordance with the prices as updated from time to time through online announcements, customer bulletins, and published price schedules. Seisint is not responsible for ensuring delivery of such updates, changes, additions, or deletions to any of its policies that may occur from time to time, and it is the Customer's responsibility to check the Accurint Services Website and/or publications for such notifications. All current and future Seisint pricing documents are deemed incorporated herein by reference.

4. INTELLECTUAL PROPERTY. Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the Accurint Services' programs or computer applications. Customer acknowledges that Seisint (and/or Seisint's third-party data providers) shall retain all right, title, and interest in and to the data and information provided by the Accurint Services under applicable contractual, copyright, and related laws, and Customer shall use such materials consistent with Seisint's interests and notify Seisint of any threatened or actual infringement of Seisint's rights.

5. PAYMENT OF FEES. Customer shall be responsible for payment for all services obtained through Customer's access identification code, whether or not such code is used by Customer or a third party, whether with or without Customer's consent, provided access to Customer's access identification code is not the result of use by a person formerly or presently employed by Accurint or who obtains the code by or through a break-in or unauthorized access of Accurint's office, premises, records or documents, or computer system. Customer agrees that at all times during the term of this Application and Agreement it shall keep all passwords for use of Accurint Services confidential and shall provide such passwords only to individuals that have a need to know. Customer shall pay Seisint for all charges incurred for the use of the Accurint Services on a monthly basis, and Customer agrees to be electronically invoiced for those charges. At Customer's request, paper invoices can be mailed via the United States Postal Service at a cost of Ten Dollars (\$10) per month, which will be included in Customer's monthly invoice as an additional itemized charge. All payments are due within 20 days of the date of an invoice for the Accurint Services. Customer understands that it will be notified via electronic mail regarding all unpaid balances due. Customer shall pay interest at the rate of eighteen percent (18%) per annum from the date due on any charges not paid by the payment due date. All remittances shall be sent to Seisint, Inc., 6601 Park of Commerce Boulevard, Boca Raton, Florida, 33487. Seisint reserves the right to terminate this Application and Agreement and the right of Customer to use any information provided hereunder with prior notice to Customer upon any non-payment of fees by the due date.

6. TERM OF AGREEMENT. This Application and Agreement is for services rendered and shall be in full force and effect during such periods of time during which Seisint is providing services for Customer. Customer agrees that if it is found to be in violation of any specifications of this Application and Agreement, Seisint has the right to immediately terminate Customer's access to the Accurint Services.

7. GOVERNING LAW. The Terms and Conditions of Customer's use of the Accurint Services shall be governed by and construed in accordance with the laws of the State of Florida, without effect to conflict of law principles. Additionally, any action brought pursuant to Customer's use of the Accurint Services or pursuant to the Terms and conditions of this Application and Agreement shall be brought within the jurisdiction of the courts of Palm Beach County, Florida.

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8. ASSIGNMENT. The license granted pursuant to this Application and Agreement to Customer to use the Accurint Services may not be assigned by Customer, in whole or in part, without the prior written consent of Accurint. For purposes of this Application and Agreement, a change in control of Customer of twenty percent (20%) or more shall constitute an assignment.

9. WARRANTIES/LIMITATION OF LIABILITY. Neither Seisint nor any third party data provider (for purposes of indemnification, warranties, and limitations on liability, Seisint and its data providers are hereby collectively referred to as "Seisint") shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided Accurint service-related data) for any loss or injury arising out of or caused in whole or in part by Seisint's acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the Accurint Services. If, notwithstanding the foregoing, liability can be imposed on Seisint, then Customer agrees that Seisint's aggregate liability for any and all losses or injuries arising out of any act or omission of Seisint in connection with anything to be done or furnished under this Application and Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100,000; provided, however, that such limitation of liability shall not apply to Seisint's indemnification obligation detailed in Section 10 hereof; and Customer covenants and promises that it will not sue Seisint for an amount greater than such sum even if Seisint and/or third parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against Seisint. Seisint does not make and hereby disclaims any warranty, express or implied, with respect to the Accurint Services provided hereunder; provided, however, that Seisint does hereby warrant that Seisint has complied with the law, and applicable third-party data provider contracts in providing the Accurint Services. Seisint does not guarantee or warrant the correctness, completeness, merchantability or fitness for a particular purpose of the Accurint Services or the components thereof or information provided hereunder. In no event shall Seisint be liable for any indirect, incidental, or consequential damages, however arising, incurred by Customer from receipt or use of information delivered hereunder or the unavailability thereof.

10. INDEMNIFICATION. Customer hereby agrees to protect, indemnify, defend, and hold harmless Seisint from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to use of information received by Customer (or any third party receiving such information from or through Customer) furnished by or through Seisint. Seisint hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to a breach by Seisint of the warranty made by Seisint regarding authorized provision of the data in Section 9 hereof.

11. SURVIVAL OF AGREEMENT. Provisions hereof related to release of claims, indemnification, use of information and data, payment for Accurint Services and disclaimer of warranties shall survive any termination of the license to use the Accurint Services.

12. AUDIT. Customer understands and agrees that in order to ensure compliance with the GLB, the DPPA, and other similar laws, Seisint will conduct periodic reviews of Customer activity and may, on a random basis, contact Customer to provide documentation of executed searches. Seisint shall also investigate all legitimate reports of abuse or misuse of Accurint Services by Customer or others. Customer agrees to cooperate fully with any and all investigations. Violations discovered in any review by Seisint will be subject to immediate action including, but not limited to, suspension or termination of the license to use Accurint Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

13. ATTORNEYS FEES. The prevailing party in any action, claim or law suit brought pursuant to this Application and Agreement is entitled to payment of all attorney fees and costs expended by such prevailing party in association with such action, claim or law suit.

14. CUSTOMER CHANGE. Customer shall notify Seisint immediately of any changes to the information on Customer's Application for Accurint Services. Seisint reserves the right to terminate Customer's access to the Accurint Services or terminate license to use the Accurint Services without further notice upon receipt of any change in Customer's status which in Seisint's sole discretion would cause Customer to be unable to comply with its obligations under this Application and Agreement.

15. RELATIONSHIP OF PARTIES. Customer shall at no time represent that it is the authorized agent or representative of Seisint.

16. CHANGE IN AGREEMENT. By receipt of the Accurint Services, Customer agrees to, and shall comply with, changes to the Restricted License (Part 5, Section C, ¶ 1) and changes in pricing as Seisint shall make from time to time by notice to Customer via e-mail, online click wrap amendments, facsimile, mail, or other written notification. All e-mail notifications shall be sent to the individual named in the Account Contact Information section (Part 1, Section B), unless stated otherwise in this Application and Agreement.

17. ENTIRE AGREEMENT. This Agreement constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all prior representations, agreements, and understandings, whether oral or written. Any new, other, or different terms supplied by the Customer beyond the Terms contained herein, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by Seisint unless Seisint agrees to them in a signed writing specifically including those new, other, or different terms. The Terms contained herein shall supersede and govern in the event of a conflict between these Terms and any new, other, or different terms in any contract which this Agreement is referenced or made a part of. In the event any one or more provisions of this Agreement or of any exhibit is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.


AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this Application and Agreement on behalf of the Applicant listed above and that the statements I have provided in this Application and Agreement are true and correct. Further, I hereby certify that the Applicant agrees to the terms and conditions set forth in this Application and Agreement.

NATURE OF APPLICATION AND AGREEMENT (YOU MUST CHECK ONE)

Free Trial Application Only (If you check this box, additional information or documentation will be required prior to becoming an active Accurint customer.)

Free Trial and Billing Application (If you check this box, upon the expiration of your Free Trial, your account will be converted into an active Accurint account for billing purposes without supplying additional documentation, provided all needed documentation has been approved.)

APPLICANT
Signature 
Print Name Danielle Meyers
Title Director of Operations
Dated 10/15/04 (mm/dd/yyyy)

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