

**Term of Contract:** Customer, regardless of cause, may terminate this contract with written notification. The termination will take 2 business days to be fulfilled after receiving the Customer written notification. THE LEGAL NETWORK, INC., regardless of cause, may terminate this contract at any time.

**Payment:** The Customer agrees to pay for all services rendered. Customers pay by credit card or by check (with approval). A \$25.00 service charge will incur for all returned checks. A \$15.00 fee will incur for declined credit cards per instance. Payment terms via check are 30 Days. Customer account will accrue an interest rate of 18% APR on balances unpaid. The customer is responsible for and will be charged for any overdue account collection expenses including, but not limited to, attorney's fees, court cost and associated expenses. Customer is required to provide a valid credit card which will be billed on accounts past due.

**Consequential Damages:** Neither party shall be liable to the other party for any indirect, special or consequential damages.

**Force Majeure:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of such parties. Such acts include, but are not limited to, acts of God, strikes, lock-outs, riots, acts of war, epidemics, governmental regulations superimposed after the fact, communications lines failures, power failures, earthquakes and/or other disasters.

**Compliance:** Each party agrees that it will perform its obligations hereunder in accordance with all the applicable State and Federal laws, rules and regulations now or hereafter in effect.

**Situs:** This Agreement shall be governed by, and construed in accordance with, the Laws of the State of North Carolina.

**Severability:** Any provision of this Agreement that is prohibited, unenforceable, or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability, or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

**Amendments:** No amendment of this Contract shall be effective unless it is in writing and signed by a duly authorized representative of both parties.

**Responsibility For Use and Limitations of Liability:** North Carolina criminal information provided by THE LEGAL NETWORK, INC. are records from the trial courts of this state and is disseminated pursuant to Chapter 132 of the North Carolina General Statutes (N.C.G.S. §132). The information is made available to Customers on an "as is, as available" basis, without any warranty express or implied. THE LEGAL NETWORK, INC. disclaims any warranty that the data is "error-free" or that access to this data will be uninterrupted. In no event shall THE LEGAL NETWORK, INC. be liable for any damages resulting from a Customer's inability or failure to perform work in a professional manner or for any lost profits or any other consequential, exemplary or

special damages relating in whole or in part to a Customer's right under this contract even if THE LEGAL NETWORK, INC. has been advised of the possibility of such damages.

**NC Administrative Office of the Courts conditions:**

**Warranties**

Except as set forth herein, no other warranties, whether express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, are made by the North Carolina Administrative Office of the Courts (NCAOC) with respect to electronic access to the NCAOC's criminal and civil data databases or for the implementation thereof.

The NCAOC provides no warranties, express or implied, for any computer programs and associated materials provided hereunder.

The NCAOC provides no warranties, express or implied, that the information or data accessed is accurate, correct, or complete.

The NCAOC provides no other warranties of any kind or nature, express or implied, in connection with this service.

**Limitation of Liability – NCAOC Criminal and Civil Databases Access**

The North Carolina Administrative Office of the Courts (NCAOC ) shall not be liable for any demand or claim, regardless of form of action, for any damages arising from causes beyond the control and without the fault or negligence of the NCAOC.

The NCAOC shall not be liable for any demand or claim, regardless of form of action, for any damages resulting from the use by the LICENSEE of any computer programs or other materials provided under this Agreement.

The NCAOC shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information or data accessed from this service. It is expressly understood by the parties that it is the LICENSEE's responsibility to verify information or data obtained through access to the NCAOC 's criminal and civil databases with official information reposing at the court of record.

If the NCAOC is in a declared state of disaster recovery, the NCAOC shall not be liable for any demand or claim, regardless of form of action, for any damages arising from denial of access or inability to access data from the NCAOC system.

The NCAOC shall not be liable for any demand or claim, regardless of form of action, for any damages based upon alteration or modification made by the LICENSEE of any computer programs or other materials supplied hereunder, unless the NCAOC made, directed, or required such modification or alteration.

The NCAOC shall not be liable to the LICENSEE or any other party for any loss, including revenue; profits; time; goodwill; computer time; destruction, damage, or loss of data; or any other indirect, special, or consequential damage that may arise from the use, operation, or modification of the NCAOC's criminal and civil databases.

**General Rule**

As a customer of The Legal Network, Inc. you agree not to state or advertise in any way that you acquired data from the NCAOC or that the NCAOC is the source of your data.

**Credit Reporting Policy:** THE LEGAL NETWORK, INC. will review Customer credit report.

**Assignment:** This Agreement may not be assigned by any Customer without prior express written consent of THE LEGAL NETWORK, INC.

**Disclosure :**

1. Each party has full power and authority to enter into and perform this Agreement and the persons signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that each has read this agreement, understands it and agrees to be bound by it.
2. This Agreement shall completely and fully supersede all prior undertakings or agreements, both written and oral, between THE LEGAL NETWORK, INC. and Customer relating to the services provided by THE LEGAL NETWORK, INC. This Agreement institutes the entire agreement between the parties hereto.