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**Please print this agreement, read, complete and fax to our office at 704-838-1961.  
Thank you for choosing The Legal Network, Inc. We appreciate your business.**

## CUSTOMER AGREEMENT

This agreement, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between The Legal Network, Inc., 207 W. Broad St., Statesville, NC 28677 and

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hereinafter referred to as “Customer”.

This Agreement shall be governed by, and construed in accordance with, the Laws of the State of North Carolina. 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. Neither party shall be liable to the other party for any indirect, special or consequential damages. 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. 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. No amendment of this Contract shall be effective unless it is in writing and signed by a duly authorized representative of both parties.

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.

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### **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.

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

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.

The Customer agrees to pay for all services rendered according to the 'Schedule of Fees' contained herein. Customer is to pay by credit card or by check (with approval). Check payment terms 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. Monthly invoice billing customer is required to provide a valid credit card which will be billed on accounts past due.

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

The parties hereto have executed this Contract or caused this Contract to be executed in their business names by duly authorized officers the day and year first above written.

Customer (Business Name): \_\_\_\_\_

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

Sign Name: \_\_\_\_\_ (SEAL)

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

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

Please select the service(s) you would like to be a member of. You may choose more than one.

\_\_\_\_\_ Ereports (TheLegalNetwork.com)

Please select a billing method.

Monthly Credit Card Billing \_\_\_\_\_

Monthly Invoice Billing \_\_\_\_\_ (credit card must be on file)

\_\_\_\_\_ NCcourtrecords.com

Please select a billing method.

Monthly Credit Card Billing \_\_\_\_\_

Monthly Invoice Billing \_\_\_\_\_ (credit card must be on file)

\_\_\_\_\_ Courthouse Computer.com (credit card billing only)

A schedule of fees for each service is located on page 5 of this Customer Agreement.

**Credit Card Information**  
(This information is required for all accounts.)

Company Name: \_\_\_\_\_

Type of Credit Card VISA/MC/AMEX: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Zip Code for your Credit Card Billing Statement: \_\_\_\_\_

I authorize The Legal Network, Inc. to charge my credit card the initial monthly or annual fee and any amounts due on a monthly basis (credit card billing) or any amounts past due (monthly invoice billing) for the service(s) they provide.

Credit Card Authorized Signature: \_\_\_\_\_

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

**Contact Information**

Firm/Company Name: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Company Tax ID # (EIN): \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

How did you hear about our services? \_\_\_\_\_

\_\_\_\_\_  
Privacy Policy: The information contained on this page is for office use only. We do not sell any customer information.

## SCHEDULE OF FEES

Service/Product	Recurring Fee	Price	Comments
<b>Ereports</b>	\$49.95 - Annually		Annual fee waived if utilizing NCCourtRecords.com or Courthouse Computer.com
Criminal Histories		Varies	See www.thelegalnetwork.com for current fees/requirements.
Driving Histories		Varies	See www.thelegalnetwork.com for current fees/requirements.
NC Civil Report			Provided by CourthouseComputer.com
Nationwide Criminal		\$45.00	
<b>NCCourtRecords.com</b>	\$49.95–Annually		Annual fee waived if utilizing Ereports or Courthouse Computer.com.
Name Search		\$10.00	All results can be viewed at NO additional charge.
Case Search		\$2.00	County Case Number Required.
<b>Courthouse Computer.com</b>	\$89.95 – Monthly		Monthly fee includes up to 300 screen views. Also includes access to Ereports and NCcourtrecords.com
Screen Views		\$0.30	Per screen viewed in excess of 300 screens per month.
Automated Password Reset	1 Free Reset per month.	\$3.15	Per Password Reset. Password reset is only necessary for revoked passwords.
<b>Account Management</b>			
Returned Check		\$25.00	Returned check or declined credit card will result in a temporary suspension of all access and services.
Declined Credit Card		\$15.00	

Please Note: These fees are subject to change.

The Legal Network, Inc.  
 207 West Broad Street  
 Statesville, NC 28677  
 704-838-1638 or 800-568-7704  
 Fax: 704-838-1961  
 info@thelegalnetwork.com