

# VERIFY<sup>SM</sup>

## SUBSCRIBER AGREEMENT

Authorized Service Provider: Futures in Rehabilitation Management, Inc. (FIRM) is an authorized service provider for ROSS and the VERIFY program. FIRM has the specific responsibility to market VERIFY services and is fully authorized to execute subscriber agreements on behalf of ROSS.

The undersigned subscriber (Subscriber) and the ROSS Agency, Inc.(ROSS), through its VERIFY<sup>SM</sup> program, enter into this Agreement.

ROSS and Subscriber agree to the following:

**ROSS SERVICES:** ROSS shall furnish to Subscriber, on request, consumer information and other data accessed by ROSS' authorized service vendor.

**ROSS PERFORMANCE:** ROSS will exercise its best efforts to deliver all information requested by Subscriber in an expeditious and efficient manner. ROSS and its authorized service provider shall have no obligation or liability to Subscriber for any delay or failure to deliver information caused or created by any third party that provides services, data, or information to ROSS and its authorized service provider.

**SUBSCRIBER USE LIMITATIONS:** Subscriber hereby certifies and agrees that it will request and use information from ROSS in a lawful manner. All information shall be maintained by Subscriber as prescribed by law and disclosed only to employees whose duties reasonably relate to the legitimate business purposes for which the information is requested. Further, Subscriber shall comply with all federal, state and local statutes, regulations and rules, applicable to any consumer information obtained or purchased by Subscriber under this Agreement, including, but without limitation, the Federal Fair Credit Reporting Act, the Illinois Uniform Conviction Information Act, and the Illinois Health Care Workers Criminal Background Check Act.

**LIMITATION OF LIABILITY:** ROSS shall exercise reasonable efforts to furnish the subscriber with accurate information. Both Subscriber and ROSS hereby agree that ROSS, its authorized service vendor, and suppliers shall not be liable to Subscriber for any injury or damage resulting from the furnishing of information to Subscriber by ROSS, provided that the liability did not arise as a result of gross negligence or willful misconduct of ROSS. Subscriber acknowledges that all data and information provided and/or sold to Subscriber under this Agreement is purchased "as is".

**INDEMNIFICATION:** Subscriber shall indemnify and hold ROSS, its authorized service vendor, and suppliers harmless from and against any and all costs, expenses, and liabilities which may be paid by or assessed against ROSS based upon the illegal use by Subscriber of any information furnished to Subscriber by ROSS.

**CONTRACT IN ENTIRETY:** This Agreement sets forth the entire understanding and agreement between ROSS and Subscriber and may be modified only by a written amendment executed by both parties.

**SUBSCRIBER FEES:** There are no Subscription fees or monthly support fees. Monthly billing will be processed for services rendered.

**CHARGES AND PAYMENT REQUIREMENTS:** For each response to a request for information (including “no record”), Subscriber agrees to pay the applicable charge for the various services rendered to Subscriber. Payment by Subscriber shall be due within fifteen (15) days from date of billing Statement.

**PAST DUE ACCOUNTS:** At the option of ROSS, payments not received within thirty (30) days after the date of the statement shall cause Subscribers privileges to be suspended. Subscriber agrees that Past Due Balances may be charged a finance charge of 1 ½ % per month (18% APR). Subscriber further agrees to pay any and all costs of collection on unpaid balances, including but not limited to reasonable attorneys fees, court costs, collection costs, and expenditures related thereto.

**TERM:** This Agreement shall continue in force without any fixed date of termination. Either ROSS or Subscriber may terminate the Agreement upon thirty (30) days prior written notice to the other, or immediately by the non-breaching party, after fifteen (15) days written notice of material breach of this Agreement, if such breach is not cured within such period.

**ATTORNEYS FEES:** Should either party commence litigation in any court of competent jurisdiction, the prevailing party shall in addition to such other relief as may be awarded, be entitled to a reasonable sum and for attorneys fees.

**ASSIGNMENT:** This Agreement is not assignable by either party without the prior written consent of the other party, except to a parent or subsidiary or affiliate of the assigning party. Consent not to be unreasonably withheld.

**ILLINOIS LAW:** This Agreement is deemed made in the State of Illinois, and shall be construed in accordance with the laws of the State of Illinois applicable to contracts which are executed and to be performed in Illinois.

**WAIVER:** Waiver by either party of any breach or default by the other party shall not be deemed a waiver of any future breach or default by such other party.

**HEADINGS:** Paragraph headings are for convenience only and shall in no way modify or effect the intent of any provision or be given any legal effect. This Agreement shall be effective upon the date of execution by both parties.

**HEIRS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, where permitted by this Agreement.

**NOTICES:** All notices, requests or other communications shall be in writing and shall be deemed to have been duly given when deposited with or delivered to the United States Postal Service, First Class, postage prepaid to the addresses listed in the Credit Application or to any other addresses provided by one party to the other under this provision of the Agreement.

**WARRANTIES:** ROSS represents and warrants that its activities in the collection and reporting of credit and other information are consistent with all applicable law and regulation. The information provided by VERIFY originates from various, legal and reputable sources, such as, but not limited to, state and local courts, state criminal history repositories, consumer credit reporting agencies, and state motor vehicle departments.

**DISCLAIMER OF WARRANTY:** ROSS and its suppliers do not guarantee or warrant the correctness, completeness, currentness, merchantability or fitness for a particular purpose of the information provided and shall not be liable to subscriber for any loss, damage, lost profits, bodily injury or death caused in whole or in part by ROSS negligent acts or omissions or intentional wrongdoing in procuring, compiling, collecting, interpreting, reporting communication or delivering the information or data or in otherwise performing its obligations under this agreement. ROSS and its suppliers shall not be liable to the subscriber for other consequential or special damages arising out of this agreement.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.

**The ROSS Agency, Inc.**

**Subscriber**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

For Inquiries Contact:

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

Verify  
c/o FIRM  
206 S. South Sixth St.  
Springfield, IL 62701  
217-753-1190  
217-525-1271 (fax)

Sales Agent Name \_\_\_\_\_

Sales Agent Signature \_\_\_\_\_

# Contact and Billing Information

(Please print or type)

## Billing Information:

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
E-mail

## User Information:

\_\_\_\_\_  
Primary Contact Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
E-mail

## Additional Users

\_\_\_\_\_  
User (2) Name

\_\_\_\_\_  
User (2) Address

\_\_\_\_\_  
User (3) Name

\_\_\_\_\_  
User (3) Address

\_\_\_\_\_  
User (4) Name

\_\_\_\_\_  
User (4) Address

\_\_\_\_\_  
User (2) E-mail

\_\_\_\_\_  
User (2) City, State, Zip

\_\_\_\_\_  
User (3) E-mail

\_\_\_\_\_  
User (3) City, State, Zip

\_\_\_\_\_  
User (4) E-mail

\_\_\_\_\_  
User (4) City, State, Zip

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