

Company Name / Your Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Office Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Office City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_

Office Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FAX: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Webpage: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner/President: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_

SSN /EIN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| **SEND BACK ONLY PAGES #1 AND PAGE 11 WITH THE REST OF YOUR DOCUMENTS**   |  | | --- | | THIS USER LICENSE AGREEMENT ("Agreement") is entered into by and between ZYGO Enterprises Inc. DBA TenantTracks ("TenantTracks"), the company, a Connecticut Corporation with a mailing address of PO Box 4795, Waterbury, CT 06704 and the party electronically and/or in writing accepting the within terms and conditions ("User").  WHEREAS, TenantTracks developed, is the owner of and has the right to control and grant licenses to use, among other things, and its proprietary database information products and services website offering located at www.tenanttracks.com ("Website"), which provides the ability via the Internet through the Website to access and interpret certain consumer credit and other information ("[Credit Information](http://tenanttracks.com/agreement.php)") from one or more of the national consumer credit reporting agency, Trans Union ("Credit Bureau") and/or other consumer or business data ("Data") and/or industry information ("Industry Information" and together with Credit Information and Data, "Information") from various Data or Information providers (together with the Credit Bureaus, "Repositories" and each a "Repository") and User desires to utilize such in accordance with the terms and conditions herein and TenantTracks is willing to and does grant User a limited, nonexclusive, nontransferable license ("License") to access and use TenantTracks products and services through the Internet and otherwise, in accordance with the terms and conditions herein.  NOW THEREFORE, in consideration of fees for products and services the mutual covenants and promises contained herein and of other good and valuable consideration, the extent and sufficiency of which is acknowledged between TenantTracks and User (each a "party" and together the "parties"), the parties hereto agree as follows:  A. User Agrees to:  1. Abide by the Fair Credit Reporting Act, 15 U.S.C. § 1681 et. seq. ("FCRA"), as amended by the Fair and Accurate Credit Transactions Act of 2003 ("FACTA") and thereafter from time to time, the Americans with Disabilities Act ("ADA") and other applicable equal opportunity laws, the Gramm-Leach-Bliley Act of 1999 ("GLBA"), the Driver Privacy Protection Act ("DPPA"), the laws of the applicable state issuing Motor Vehicle Records ("MVRs"), CMR 17:00 Standards for the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, and all other applicable local, state and federal laws regarding Information, as well as the requirements of the Repositories, when Information subject to such acts and laws is requested, accessed, used and/or distributed to Customers and stored.  1a. At all times, have the written permission of the consumer to obtain access to the TenantTracks Systems.  2. Be aware per the FCRA, those who knowingly and willfully obtain Information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18 or imprisoned not more than two years or both.  3. Be aware that some states (CA, VT, WA) have stricter consumer, ADA and DMV based statutes, compliance with which is the responsibility of User.  4. Be aware that some commercial Repository Data may contain consumer credit information, but that such shall nevertheless solely be used in connection with a present or prospective commercial (i.e., not for personal, family or household purposes) credit or financial transaction involving the business inquired upon or the individual on whom such Information is sought and only if such individual is the proprietor of an unincorporated business, is a general partner in a partnership, is a guarantor of the business' obligation and has provided a copy of a written guaranty, or has given written instruction for the provision of such Information, and not used as a factor in establishing an individual's eligibility for credit, insurance for personal, family or household purposes.  5. Recognize that Information is obtained and managed by fallible sources and that for the "Fee" (as defined below) charged, TenantTracks cannot guarantee or insure the accuracy, completeness, timeliness or the depth of Information provided.  6. Assume responsibility for the final verification of the applicant's identity.  7. Acknowledge that TenantTracks employees are not allowed to render any opinions regarding Information contained in a consumer report. All decisions or any other actions or decisions must be based on User policies and procedures.  8. Give the applicant TenantTracks toll free phone number and address if Information provided in a consumer report results in adverse action as defined in FCRA via an adverse action notice; and both advise applicants, and follow procedures itself, regarding Repository mandates on inquiries or complaints. All adverse actions MUST be done in writing provided to the consumer. A sample letter is available on our website at www.tenanttracks.com  9. End User is the business of renting real property and has a permissible purpose for obtaining consumer reports in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto ("FCRA"). The End User certifies its permissible purpose as:  In accordance with the written instructions of the consumer; or End User certifies that End User shall use the consumer reports: (a) solely for the Subscriber’s certified use(s); and (b) solely for End User’s exclusive one-time use. End User shall not request, obtain or use consumer reports for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with End User’s own data, or otherwise in any service which is derived from the consumer reports. The consumer reports shall be requested by, and disclosed by End User only to End User’s designated and authorized employees having a need to know and only to the extent necessary to enable End User to use the Consumer Reports in accordance with this Agreement. End User shall ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.  10. End User shall use each Consumer Report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that End User may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, unless otherwise explicitly authorized in an agreement between Reseller and its End User for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through Reseller, End User shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.  10a. With just cause, such as violation of the terms of the End User’s contract or a legal requirement, or a material change in existing legal requirements that adversely affects the End User’s agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately.  10b. For those End Users that wish to receive TransUnion Scores, the agreement between Reseller and End User must also contain the following language:  *End User will request Scores only for End User’s exclusive use.  End User may store Score solely for End User’s own use in furtherance of End User’s original purpose for obtaining the Scores. End User shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person, except (i) to those employees of End User with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of End User who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to End User and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; (iv) to government regulatory agencies; or (v) as required by law.*  10c. The report belongs to the TenantTracks subscriber and may not be copied or reproduced in any fashion. All parties associated with the transaction may view the report's content but not receive a copy of the report. The only allowable instance where a report may be copied or shared electronically is between registered TenantTracks subscribers of the same company who have permissible purpose.  B. TenantTracks agrees to:  1. Comply with all applicable laws in the preparation and transmission of consumer reports as defined in the FCRA.  2. Follow reasonable quality assurance procedures and maximum possible accuracy as defined in the FCRA.  3. Re-verify at no cost when User requests by telephone or the consumer makes a request in writing. TenantTracks shall respond in writing and timely.  4. Maintain a consumer relations office dedicated to answering inquiries from consumers regarding their report.  5. Maintain confidentiality of Information acquisition and verification methods.  6. Comply with all applicable local, state and federal laws, rules and regulations in the preparation and transmission of other types of reports, including but not limited to the FCRA, the UCC, business verification and public records.  7. TenantTracks hereby certifies that it is a "consumer reporting agency" and a "reseller of consumer reporting services" as currently or hereafter defined in the FCRA.  C. Terms and Conditions:  **The FCRA provides that any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under title 18 of the united states code or imprisoned not more than two years, or both.**  1. User agrees, prior to requesting each consumer credit or other Information, it shall and cause its Customers to identify the end user ("End User") of such and certify each specific "permissible purpose" for which the consumer credit or other Information is sought to be used and certify that such will be for no other purpose, as defined in the FCRA (tendering this permissible purpose in such form or manner as stipulated by TenantTracks upon request); and that it will secure consumer credit and other Information on individuals only for a one-time use and solely for its use in credit, housing, or collection transactions between itself and the consumer/individual to whom Information refers and/or for such other permissible purposes related to a business transaction as are defined by the FCRA. Furthermore if the reason User's need for the Information becomes different than originally claimed, then User shall notify TenantTracks immediately of the change and sign a written addendum to this Agreement, provided that the new use consists of a permissible purpose as defined in FCRA. Except as expressly permitted hereunder, User also agrees that it is the End User and will not further sell Information obtained through TenantTracks.  2. User agrees that it will and as applicable cause its Customers to obtain in advance and retain on file appropriate application, release and/or authorization forms from any credit applicant, housing applicant or other individual on whom Information in Repositories accessed through TenantTracks is sought; that it will disclose to such individual(s) as and when required by law that credit and/or other Information (including investigative credit report Information, if applicable) will be sought on such individual(s); and that it will advise consumer(s) when credit is denied, terminated or changed or when an application is declined, based in whole or in part on Information secured through Repositories availed by TenantTracks, providing the name and address of TenantTracks.  3. User agrees that it will retain application, release and/or authorization forms for Information from Repositories for five (5) years in all cases where credit is extended or application approved and in any case where credit is declined or application declined; and that it will make available these application/authorizations/releases to TenantTracks upon reasonable notice for occasions where confirmation or audit is required, either by the Repositories or by TenantTracks.  4. User agrees to take all reasonable precautions to ensure that Information on individuals (including scores) will be held in strict confidence, disclosed only to those of its employees whose duties reasonably relate to the legitimate business purpose for which the Information was requested, and not disclosed to any other person in whole or in part unless required by valid subpoena or court order.  5. User agrees that services hereunder may initiate upon tendering its Membership Fee, if any, followed by TenantTracks issuance of a User ID designation and password.  6. Without right of set-off, User agrees to pay TenantTracks, its affiliates, or approved sub- contractors directly for all applicable fees, including, but not limited to: "Membership Fees," "Credential Certification Fees," "Annual Fees," fees for "Transactions," "Bureau Products," "Repository Data," "Data," "Reports," "Information," "Products," "Searches," "Additional Data," "Additional Products," and any other fees, plus taxes (collectively "Fees"), due for services rendered by TenantTracks to User and related to the products, services and associated prices identified in the attached Fee Schedule. User agrees and acknowledges that payment to TenantTracks of all Fees shall be made in one of the following manners:  (1) ACH (Automated Clearing House) and requires User's company bank name, address, general phone number, name on the account, account #, ABA # and a voided check; …. or  (2) TenantTracks accepts payments via Visa, MasterCard, AMEX and Discover.  All transactions are paid at the time of purchase and payment is expected before any transaction occurs unless other arraignments are made in advance and in writing.  7. TenantTracks may, upon thirty (30) days prior written mail, fax, email or Website notice to User, increase Fees then in effect to reflect an increase: a) in any charge to TenantTracks by a Repository or other vendor; b) in any cost or surcharge due to State requirements; or c) in the costs of new or enhanced services to be provided.  8. User will hold its User ID, Password and Sub-codes in strict confidence, and will report to TenantTracks immediately any loss, theft, disclosure or unauthorized use of same. Until TenantTracks is so notified and acknowledges de-activation of the User ID, Password and/or Sub-codes, User shall be liable for any and all user charges, and for any and all effects and/or consequences of any misuse.  9 .By its electronic acceptance of this Agreement, User agrees that: Information secured will be for its exclusive use in its housing, rental or other business decisions; all Information will be held in strict confidence; use of Information for unfair or deceptive practices will be strictly prohibited; User employees will be forbidden to obtain any Information on themselves, associates or any others.  10. The TenantTracks and/or Repository products and services provided hereunder are protected by applicable copyright laws, with all ownership rights retained by the applicable party and/or their vendor. Except as specifically authorized in this Agreement, the use, misuse, duplication, sale or distribution of any such TenantTracks and/or Repository product or service contrary to the terms and conditions herein, is strictly prohibited, for which violators may be prosecuted.  11. Information obtained in accordance herewith shall be held in strict confidence and is never to be reproduced, revealed or made accessible in whole or in part to any others unless required by law. User agrees not to infringe any copyright or other proprietary interest of TenantTracks, any Repository or any third party supplier of any Repository. User agrees to hold TenantTracks, the Repositories and their respective officers, employees and agents harmless from any expense, damage or liability arising from the publishing or disclosure of Information contrary to the conditions herein, whether such Information is disclosed by design or in error. Further, User specifically agrees to hold TenantTracks and the Repositories harmless from any special, incidental, exemplary or consequential damages of any nature.  12. User acknowledges, unless otherwise permitted, that its business is not in direct to consumer sales, credit repair, process server, dance studio, check cashing, spiritual, tattoo, health or book club, adult, dating or massage services.  13. User agrees to place all devices used to obtain Information in a secure location within their facility, so that unauthorized persons cannot access them. After normal business hours devices are to be turned off and locked.  All devices for accessing TenantTracks files must be password-protected and out of view of the general public.  14. User agrees to maintain and keep confidential, all electronic and hard copy Information and applications with transaction detail, for a minimum of five years.  15.   This Agreement shall commence as of the date of User's electronic acceptance and submission thereof (the "Effective Date") and shall remain in effect for an term of one (1) year after which it shall automatically renew for additional one (1) year periods, until terminated by either party with sixty (60) days notice.. **Your contract automatically renews on the 1st of the month you originally subscribed. This invoice is due and will be charged per this customer agreement unless you notify us in writing of your intent not to renew sixty (60) days prior to the renewal date.** Obligations for the payment of Fees for services rendered and for the continuation of confidentiality and maintenance of records, however, shall survive any termination.  16. EXCEPT AS SET FORTH IN THE FOLLOWING PARAGRAPH, NEITHER TenantTracks NOR ANY REPOSITORY MAKES ANY OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, WITH REGARD TO THE SERVICES, PRODUCTS OR INFORMATION PROVIDED UNDER THIS AGREEMENT, (SUCH INFORMATION IS PROVIDED BY THE REPOSITORIES "AS IS") INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, NEITHER TenantTracks, NOR THE REPOSITORIES IN ANY WAY WARRANT OR ASSUME ANY LIABILITY FOR A "CLAIM" (DEFINED BELOW) FOR BREACH REGARDING THE TIMELINESS, CURRENCY, VALIDITY, ACCURACY, ADEQUACY, OR COMPLETENESS OF ANY INFORMATION ACCESSED. USER ACKNOWLEDGES THAT ENTERING INTO THIS AGREEMENT IS ITS BUSINESS DECISION, THAT EVERY BUSINESS DECISION INVOLVES THE ASSUMPTION OF A RISK, WHICH NEITHER TenantTracks NOR ANY REPOSITORY DOES OR WILL UNDERWRITE IN ANY MANNER WHATSOEVER.  17. TenantTracks represents, warrants and covenants that it:  (i) shall perform its services hereunder in a competent and workman-like manner in accordance with the current standards of the industry; (ii) has and will continue to maintain all necessary ownership rights, title, licenses, authorities and approvals necessary regarding the products and services provided hereunder, the Equipment, Website, and any software, source code, object code and documentation thereto (together the "TenantTracks Products"), free of all liens, claims, encumbrances and other restrictions except as referenced to the contrary herein; (iii) the TenantTracks Products do not and will not, to the best of TenantTracks knowledge, after diligent investigation, infringe upon copyrights, trademarks, patents or any other proprietary rights of any third party; (iv) will permit access to the TenantTracks Products completely and accurately per the terms as set forth herein; (v) the TenantTracks Products to the best of our knowledge shall be free from any defects in design, materials and workmanship, shall be free of any "worm," "virus," "lock out" or "self-destruct" devices, as such terms are understood in the computer industry and shall perform in accordance with the terms of herein; (vi) any documentation provided by TenantTracks hereunder will accurately describe the TenantTracks Products; (vii) the TenantTracks Products, TenantTracks and its officers, employees, agents and representatives shall comply with all applicable foreign, federal, state and local laws and regulations applicable and TenantTracks shall obtain and maintain in effect such permits, licenses and other forms of authorization required to comply with such laws and regulations; and (viii) will provide its best efforts to keep the TenantTracks Products validly registered and current in concert with any changing industry and market conditions so that such will continue to perform all intended functions throughout the Term of this Agreement.  **18. Neither TenantTracks nor any repository shall be liable for any indirect, special, incidental or consequential damages,** whether arising out of the use or inability to use any service or product provided hereunder or otherwise, including but not limited to loss of any real or anticipated profits, even if TenantTracks and/or a repository was advised of the possibility of such damages. Any liability of TenantTracks and/or a repository of any nature hereunder shall be limited to a refund of the payments made by user under this agreement. A "claim" includes any claim, demand, action, proceeding, loss, cost, expense (including, without limitations, reasonable attorneys' fees), damage, liability or penalty. No claim may be commenced more than two (2) years after the occurrence which has given rise to such.  19. Each party shall defend, indemnify and hold the other party harmless from Claims arising out of the indemnifying party's breach of any representation, warranty or other term contained herein. In connection with any Claim that is indemnification hereunder, the indemnified party shall: (a) give the indemnifying party, prompt written notice of the Claim for which indemnification is sought; (b) give the indemnifying party the opportunity to take over and/or settle any third party Claim through counsel of indemnifying party's choice, at its sole direction and expense; and (c) cooperate fully with the indemnifying party as to the Claim.  20. As used herein, "Confidential Information" means all information furnished in any manner by one party to the other under this Agreement and all information derived there from, including, but not limited to, this Agreement, the products and pricing, as well as each party's source code, object code, software, business, employee, vendor and customer information. The term "Confidential Information" does not include information, proven by documentation which: (i)becomes generally available to the public other than as a result of a disclosure by the information receiver; (ii) was available to the information receiver on a non-confidential basis prior to its disclosure by the information provider; (iii)becomes available to the information receiver on a non-confidential basis from a source other than the information provider, provided that such source is not known by the information receiver, after due inquiry, to be bound by any duty to the information provider or another entity, to keep such information confidential; or (iv) is independently developed by the information receiver, without use of the information provider's Confidential Information.  Each party agrees that the Confidential Information disclosed to it by the other party shall not be disclosed to any third party and shall be used only for the purpose of this Agreement. Each party agrees to treat all Confidential Information of the other in the same manner in which it treats its own confidential and proprietary information, including prohibition of and sanction against the use of such by any third party, employee, agent or associate of a party so revealing and/or using such information for direct or indirect gain.  21. Either party may terminate this Agreement, should the other party breach any material term or condition of this Agreement, provided that the non-breaching party has given written notice of the breach to the breaching party and afforded the breaching party a thirty (30) day opportunity to cure. In whole or in part, TenantTracks may suspend its provision of one or more products or services hereunder and/or terminate this Agreement, at any time, with or without notice, with no liability to User, if: (i) TenantTracks reasonably determines that the provision of services hereunder violates any credit reporting or other law; or (ii)TenantTracks is required to do so by any Repository; or (iii) TenantTracks or a Repository eliminates, modifies or restricts a product or service; or (iv) User violates or upon reasonable belief is suspected of violating a consumer protection regulation, Repository guideline, the FCRA or an applicable local, state or federal law; or (v) User exhibits rude, untruthful, illegal or immoral actions or omissions or there is a general breakdown in the relationship between the parties; or (vi) User fails to timely pay all undisputed amounts due, for which TenantTracks may immediately suspend services and/or User fails to resolve payment delinquencies within thirty (30) days of written notice, for which TenantTracks may terminate this Agreement.  22. General Provisions  a. Notices. Except as specifically maintained otherwise herein, any and all notices shall be given in writing and sent Registered or Certified mail, return receipt requested or via overnight courier or by hand delivery to the other party at the address listed above. The date of receipt shall be the effective date of the notice.  b. Waiver. A party's failure or delay to enforce any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that or any other provision of this Agreement.  c. Modifications. Except as otherwise set forth herein, this Agreement may be modified or amended only by the written consent of both parties.  d. Headings. All headings used in this Agreement are for the convenience of the parties and are for reference purpose only.  e. Injunctive Relief. Each party shall have, in addition to any other relief at law or equity, the right to injunctive relief to redress a party's breach of this Agreement.  f. Email Notices. TenantTracks will from time to time send out email notices regarding product updates and news. User agrees not to mark our emails as SPAM and gives consent to TenantTracks to upload their contact information into Constant Contact email service.  g. Severability. Any term or condition of this Agreement deemed legally invalid or unenforceable, shall in no way affect any other remaining term or condition.  h. Assignment. Except as otherwise expressly permitted herein, neither party may distribute, rent, sublicense, lease, sell or assign this Agreement or the services or products provided hereunder without the prior written consent of the other, provided that either party may assign this Agreement to any of its affiliated companies without such consent or may assign this Agreement in the event of a sale by such party of all or substantially all its assets to an assignee, provided that the assignee assents in writing to all terms and conditions hereof and further provided that the scope, level, volume and nature of the services to be provided to or by the assignee are not materially changed.  i. Exclusivity. This Agreement is not exclusive and either party may enter into similar agreements with others.  j. Independent Contractor. TenantTracks shall be considered an independent contractor and not an employee of User. Except as otherwise expressly provided herein, neither party shall in any way represent itself as an agent, employee, joint-venturer or representative of the other party.  k. Third Party Beneficiaries. This Agreement is intended for the benefit of, is binding upon and may be enforced solely by the parties hereto, their successors and permitted assigns and except as expressly provided herein otherwise regarding Repositories, no third party shall have any rights herein.  l. Restriction on Employment. Except with regard to advertisements directed to the general public, User may not solicit or hire any present or former TenantTracks employee, contractor or consultant without TenantTracks prior written consent.  m. Non-Solicitation. User may not solicit or entice any existing or potential TenantTracks vendor or customer to terminate its existing or potential relationship with TenantTracks.  n. Marketing. User agrees that TenantTracks may engage in commercial advertisement of its products and services with User from time to time, including sales, promotions, additions, deletions, upgrades, updates, customer service, technical announcements and notifications thereto, via mail, fax, email, Website or phone.  o. Force Majeure. Performance by TenantTracks may be subject to interruption and delay due to causes beyond its reasonable control such as acts of God, government, weather, fire, power or telecommunications failure, inability to obtain supplies or Information, breakdown of equipment or interruption in Repository services or communications. Neither party shall be liable to the other for any delay or failure to perform which results from causes outside its reasonable control.  p. Choice of Law and Venue. THE PARTIES IRREVOCABLY AGREE THAT: i) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SOLE AND EXCLUSIVE LAW, PERSONAL JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS OF THE STATE OF CONNECTICUT, COUNTY OF NEW HAVEN, WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES; ii) ANY ACTION RELATING TO THIS AGREEMENT SHALL BE FILED IN SUCH COURTS; AND iii) ANY CLAIM OR DEFENSE THAT A PARTY LACKS MINIMUM CONTACTS WITH THE FORUM OR THAT SUCH COURTS LACK PERSONAL JURISDICTION OR THAT VENUE IS IMPROPER OR INCONVENIENT, SHALL BE WAIVED.  q. Collection and Attorneys' Fees. Without limiting TenantTracks remedies for non-payment or late payment of invoices, User shall be liable to TenantTracks for any and all interest, late fees, costs of collection, court costs and reasonable attorneys' fees as to any collection effort regarding invoices for services rendered pursuant to this Agreement and remaining unpaid after the due date.  r. Taxes. User shall pay all applicable federal, state and/or local sales, service, use or other taxes designated or imposed due to any action or transaction under this Agreement.  s. Audits. During the Term of this Agreement and continuing for one (1) year after termination, TenantTracks may at any time, after reasonable prior written notice to User via mail, fax, email or Website and at mutually convenient times during normal business hours, audit User's compliance with the provisions of this Agreement as well as the legal requirements applicable to it, including the FCRA and any other applicable laws or regulations, via on-site visits, financial and/or document requests, which shall promptly and fully be responded to by User within a reasonable time after notification, to avoid the suspension of one or more products or services hereunder and/or termination of this Agreement. t. Cure Periods. Unless specified otherwise, no termination for breach of any term hereof shall be effective without providing written notice of such and offering a thirty (30) day opportunity to cure.  u. Continuation of Confidentiality. Notwithstanding anything herein to the contrary, the duty of confidentiality to which the parties hereto are bound, shall continue in full force and effect for three (3) years after any termination of this Agreement.  v. Compliance Certification, Credentialing & Site Survey. As necessary, in accordance with FCRA, FACTA, GLBA and other local, state and federal laws, as well as Credit Bureau, Data Repository and TenantTracks policies, prior to accessing consumer Credit Information or other Data, Professional Class and Investor Class members Users agrees to undergo and pay for compliance certification, credentialing, an on-site inspection at its business premises ("Site Survey"), criminal, consumer credit and other background checks on User's business and its principal (owner or officer), performed by the authorized company individual or an independent third party credentialing agency, to determine and review User's procedures, processes and need for accessing, using and/or distributing and storing Information, security practices and other protective measures in place, so as to ensure User's compliance with terms hereof. Further, TenantTracks may, at any time after reasonable prior written notice to User via mail, fax, or email, add to, delete or modify any TenantTracks, Repository or Credit Bureau contractual or legal compliance procedure, which shall be incorporated herein by reference and which shall promptly and fully be adhered to by User within a reasonable time after notification, to avoid the suspension of one or more products or services hereunder and/or termination of this Agreement.  w. Entire Agreement. This Agreement with Recitals and Fee Schedule and/or other exhibits attached hereto, if any, incorporated herein by reference, constitutes the entire agreement between TenantTracks and User with regard to the subject matter contained herein and supersedes all other existing or contemporaneous agreements, writings, communications or understandings between the parties concerning such subject matter, whether written or oral. There are no warranties, representations or agreements of the parties with respect to the subject matter of this Agreement and Fee Schedule, other than those therein and herein.  x. Approval. TenantTracks and User certify that the terms on this and the prior pages have been read and that each party agrees to the terms of this Agreement and Fee Schedule as written on behalf of his / her business and represents that he / she is authorized to accept this Agreement on behalf of the party so indicated.  y. Electronic Acceptance. By its electronic submission, which shall constitute a valid and binding mark, with the same force and effect as a physically signed original, User agrees, acknowledges and consents to the terms of this Agreement and Fee Schedule and to the electronic delivery and acceptance thereof and all exhibits, documents, notices, updates, addenda and amendments related thereto, as well as any other documents to be delivered by TenantTracks during the Term of this Agreement. User understands that it will need a valid e-mail address and access to the Internet, as well as the appropriate software and/or programs, including, but not limited to, Adobe Acrobat, in order to access this Agreement and Fee Schedule electronically. User also understands that it may update its information, obtain a full description of systems requirements, revoke this consent, or request one or more paper documents at any time by contacting TenantTracks in writing. | |
| z. Any pre-purchased report credits will expire and the credits remaining will be reset to zero upon non-renewal of your account once the account lapses by 30 days beyond the renewal date. |

Entered into on the \_\_\_\_\_\_ day of the month of \_\_\_\_\_\_\_\_\_\_\_, 201 \_\_\_\_\_\_\_\_\_\_\_\_

Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**The FCRA provides that any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under title 18 of the United States code or imprisoned not more than two years, or both**.