****

**ARGUS VERIFY SERVICE AGREEMENT**

This Service Agreement ("Agreement") is made and entered into by and between **Argus Verify, a service wholly owned and operated by Rent Application Technology Services, Inc.** ("Company"), and the undersigned client ("Client").

Client engages with employers and other businesses in order to obtain consumer reports and background screening services for employees or applicants of such business (the “Businesses”). Client wishes to obtain from Company, and Company wishes to provide to Client, certain employment and education verification, reference checks, and other services that will be disclosed by Client to the Businesses. By signing this Agreement, the parties agree to the following terms and conditions:

**1. SERVICES PROVIDED**

Company agrees to provide background verification services, including but not limited to (collectively, the “Services”):

* Employment verification;
* Education verification;
* Personal reference checks;
* Professional reference checks; and
* Additional services as mutually agreed upon in writing.

The parties shall detail the Services pursuant to an order form or service order document that is executed by both parties and is subject to, governed by, and incorporates by reference, this Agreement (“Order Form”). The Order Form will include (1) the Services requested; (2) the individual applicant or employee subject to the Services; and (3) the Business.

The fees for Services shall be charged in accordance with the rates listed in Appendix A, which may be updated by Company in accordance with Section 5.

**2. COMPLIANCE**

Both Company and Client shall comply with all applicable federal, state, and local laws, including but not limited to the Fair Credit Reporting Act (FCRA) as it applies to each party.

**3. CONFIDENTIALITY & DATA USAGE**

Client agrees that all information obtained from Company is confidential and shall only be used for legally permissible purposes as permitted under the FCRA, including related to employment, pre-employment, or tenant screening and for no other purpose. Client shall not use the information provided under this Agreement in violation of any applicable state or federal laws, including the FCRA.

Client certifies that it will only disclose or resell the reports provided to Client to the end user Business for the permissible purpose indicated in this Section 3. Client certifies that it will not disclose or resell such reports to the Businesses for any other purpose.

Because of differences in foreign laws, language, and the manner in which foreign records are maintained and reported, Company cannot be either an insurer or guarantor of the accuracy of the information reported as related to international background screenings or verification checks. Client therefore releases Company and its affiliated companies, officers, agents, employees, and independent contractors from any liability whatsoever in connection with erroneous information received as a result of an international screening or verification report.

**4. AUTHORIZATION & RELEASE FOR VERIFICATIONS**

Client shall obtain “End-User Agreements” from the Businesses, wherein each Business will state the nature of its business, certify that any reports will be used for the selected permissible purpose herein only, agree that any reports will be obtained for no other purpose, and certify legal compliance in all required areas. Client shall take all reasonable steps to verify the identity of all Businesses and their applicants or employees. Client will ensure that each Business is legitimate that intends to use such reports for the permissible purpose only. Client agrees that it will not revise or alter the substantive content of any reports provided by Company. Authorization forms must comply with FCRA and other applicable laws. Upon request, Client shall provide Company with a copy of the signed authorizations.

**5. FEES & PAYMENT TERMS**

* **Invoices & Payment Processing**: Invoices shall be issued with a 30-day payment term. Client agrees to maintain a valid payment method on file with Company and warrants its accuracy and authorization for use. Company will automatically process payment via ACH or another valid payment method on file if payment has not been received within 30 days of the invoice date. If payment is processed via credit card instead of ACH, a processing fee will apply.
* **Disputed Charges**: Failure to dispute an invoice within 30 days shall constitute acceptance of the charges.
* **Non-Payment & Collections**: If Client fails to maintain a valid payment method, Company may suspend the Services until a valid method is provided and all outstanding fees are paid. Client is responsible for all legal fees, collection costs, and applicable processing fees associated with unpaid invoices.
* **Third-Party Fees**: Any additional fees incurred during the Services as they relate to a third-party provider necessary to provide the Services and agreed upon by the parties will be passed directly to the Client.
* **Rates & Pricing Updates**: All fees for services shall be charged in accordance with the rates listed in Appendix A. Company reserves the right to update the pricing with 30 days’ written notice to Client.

**6. THIRD-PARTIES**

Company may engage third-party providers to perform certain Services. Any third-party provider must comply with all applicable laws, including but not limited to the Fair Credit Reporting Act (FCRA), and maintain confidentiality and data security standards. Company shall make reasonable efforts to ensure that all outsourced Services follow the same quality and accuracy standards as required under this Agreement.

**7. TERM & TERMINATION**

This Agreement remains in effect until terminated by either party with 30 days’ written notice. Company may terminate this Agreement immediately if Client violates any terms herein or applicable law, including the FCRA. Any outstanding payments shall remain due upon termination.

**8. LIMITATION OF LIABILITY & DISCLAIMER**

Client understands that Company obtains the information reported in its reports from various third-party sources “AS IS”, and therefore is providing the information to Client “AS IS”. Company does not guarantee the accuracy or completeness of any report. Company shall not be liable for errors, omissions, or inaccuracies in reports, including those arising from third-party providers or independent contractors engaged to assist in Service fulfillment. Client waives all claims against Company and any third-party providers or independent contractors arising from reliance on reports. Nevertheless, Company has in place reasonable procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.

Company makes no representation or warranty whatsoever, express or implied, including but not limited to, implied warranties of merchantability or fitness for particular purpose, or implied warranties arising from the course of dealing or a course of performance with respect to the accuracy, validity, or completeness of any information.

COMPANY WILL NOT BE LIABLE TO CLIENT FOR DAMAGES, AND CLIENT HEREBY RELEASES COMPANY FROM ANY LIABILITY FOR DAMAGES ARISING UNDER ANY THEORY OF LEGAL LIABILITY TO THE FULLEST EXTENT THAT CLIENT MAY LEGALLY AGREE TO RELEASE COMPANY FROM LIABILITY FOR SUCH DAMAGES, PROVIDED HOWEVER, THAT CLIENT DOES NOT RELEASE COMPANY FROM ANY LIABILITY ARISING SOLELY FROM THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF COMPANY (UNLESS ATTRIBUTED OR IMPUTED TO COMPANY BY REASON OF ANY ACT OR OMISSION OF CLIENT WHETHER AS AN AGENT OF COMPANY OR OTHERWISE). IN THE EVENT COMPANY IS LIABLE TO CLIENT FOR ANY MATTER ARISING UNDER OR RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, EQUITY, TORT OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY CLAIM FOR NEGLIGENCE), THE AMOUNT OF DAMAGES RECOVERABLE AGAINST COMPANY FOR ALL SUCH MATTERS WILL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO COMPANY BY CLIENT FOR THE SERVICE TO WHICH A GIVEN CLAIM RELATES PROVIDED PURSUANT TO THIS AGREEMENT, AND RECOVERY OF THE AMOUNT IS CLIENT'S SOLE AND EXCLUSIVE REMEDY HEREUNDER. IN THE EVENT COMPANY IS LIABLE TO CLIENT FOR ANY MATTER RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, EQUITY OR TORT (INCLUDING WITHOUT LIMITATION ANY CLAIM FOR NEGLIGENCE), AND IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY OR REMEDY SET FORTH IN THIS AGREEMENT, THE AMOUNT OF DAMAGES RECOVERABLE AGAINST COMPANY WILL NOT INCLUDE ANY AMOUNTS FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST INCOME, OR LOST SAVINGS.

**9. INDEMNIFICATION**

Client shall indemnify, defend, and hold harmless Company, its employees, officers, affiliates, marketing representatives, successors, assigns, independent contractors, and third-party providers from any claims, damages, liabilities, penalties, fines, or legal actions arising from:

* The use, interpretation, dissemination, or reliance upon reports provided by Company, including but not limited to claims alleging inaccuracies, adverse decisions, regulatory violations, or misuse of reports.
* Client’s failure to comply with applicable laws and regulations, including but not limited to the Fair Credit Reporting Act (FCRA).
* Claims, damages, or legal actions initiated by Client’s customers, applicants, employees, or other third parties arising from their use of reports provided by Company.

Company agrees to be responsible for actual damages to the extent of and maximum stated herein for third party claims directly resulting from Company’s sole gross negligence in assembling reports. Company does not, however, guarantee Client’s compliance with all applicable laws in its use of reported information, and does not provide legal or other compliance related services upon which Client may rely in connection with its furnishing of reports.

This indemnification obligation shall survive termination of this Agreement and apply regardless of when such claims arise.

**10. GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware, and any disputes shall be resolved in the state and federal courts of Delaware. Company is a service of Rent Application Technology Services, which shall be the legal entity for purposes of this Agreement.

**11. MISCELLANEOUS**

This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings. Amendments must be in writing and signed by both parties.

Updates to Appendix A shall not require a formal amendment to this Agreement but will be communicated in writing with 30 days’ notice.

Neither party may assign this Agreement without the other’s prior written consent (which shall not be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, either party may, without notice to or consent from the other party, assign this Agreement in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets or any similar transaction, provided that the assignee confirms in writing that it has assumed all obligations of the assignor under this Agreement.

Any Order Form or schedule to this Agreement is deemed to be made part of the Agreement. This Agreement shall be construed as if it were jointly prepared. All communications and notices to be given under this Agreement will be made in writing and to the addresses set forth herein. Each party will notify the other promptly of any change of address or telephone number. Written notice shall be given by certified mail, return receipt requested, national overnight courier service, or by facsimile with confirmation.

Insofar as this Agreement or any provision may subsequently be determined to be at variance or not in compliance with any such statute or regulation, it will be considered to be amended or modified to the extent necessary to make it comply, and the parties hereby consent and agree to any such amendment or modification. Further, the invalidity of any one provision shall not affect the validity of the other provisions. Failure by either party to enforce any right or remedy available under this Agreement shall not be construed to be a waiver of the right or remedy.

Neither party is responsible for failure to fulfill any obligations due to causes beyond its reasonable control. Under such circumstances, the parties will engage in good faith negotiations to arrange achievement of this Agreement’s purposes through alternative methods.

The parties shall act as independent contractors for all purposes under this Agreement. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other, or both parties as joint venturers or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other party, and neither party will have authority to speak, or represent or obligate the other party in any way without the prior written approval of the other party.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original. The individuals signing below represent that they are duly authorized to do so.

**SIGNATURES**

By signing below, the parties acknowledge they have read, understood, and agreed to the terms of this Agreement.

|  |  |
| --- | --- |
| **COMPANY:****Rent Application Technology Services, Inc**Signature:Name:Date: | **CLIENT:**Signature:Name:Date: |

**APPENDIX A: Pricing**

|  |  |
| --- | --- |
| Process | Price |
| Employment Verification – Native English | $5.75 |
| Personal Reference – Native English | $5.75 |
| Professional Reference – Native English | $5.75 |
| Employment Verification – Offshore | $3.75 |
| Personal Reference – Offshore | $3.75 |
| Professional Reference – Offshore | $3.75 |