

**General Terms, Conditions and Notifications
For Access to All Products and Services Offered
By INVESTIGATIVE CONSULTANTS, INC.**

01. "**User**" (defined as any person, corporation, or facility that accesses or orders any service) is requesting that INVESTIGATIVE CONSULTANTS, INC., (ICI) provide **User** with access to INVESTIGATIVE CONSULTANTS, INC., (ICI)'s computer-based electronic mail system(s), bulletin board system(s) {BBS(S)} and investigative support system(s), and all other directly related systems and/or services, all of which systems and services are hereinafter referred to as INVESTIGATIVE CONSULTANTS, INC., "ICI Systems".

User states that he or she is a licensed attorney and is engaged in the practice of law, or is representing a law firm engaged in the practice of law; or is an attorney representing local, state, or federal agency; any regulatory agency of any local, state or federal governmental entity; and that all services obtained, ordered, received, or used by **User** is done under the attorney work-product doctrine, the attorney-client privilege, and other related privileges.

USER further certifies that any order placed with INVESTIGATIVE CONSULTANTS, INC., through its systems, or by telephone, fax, e-mail or any other form of electronic or mail-based medium complies with any and all aspects of all other appropriate local, state and federal regulations and laws. **User** understands and certifies that it has conducted a careful examination of the law and facts surrounding any request and has a lawful permissible purpose for obtaining any data from ICI.

ICI explicitly states that it is **NOT A CONSUMER CREDIT REPORTING AGENCY**, and that it is the sole burden of the **USER** to determine whether any and all such orders comply with the applicable laws. ICI is not a law firm and has no expertise in any of these laws and relies solely upon the expertise of counsel in determining whether such searches do or do not comply with any and all such laws, regulations or rulings.

02. **USER** understands and agrees that this (**USER**) Agreement shall govern and apply to any and all usage of and access to any ICI system and/or service by any and all methods and means including, but not limited to, access by written, telephonic, electronic or oral (voice) means.

03. **USER** agrees to accept all services as provided and billed. **USER** hereby agrees that all services ordered and paid for via Master Card or VISA, cannot, under any circumstances whatsoever, be charged back to ICI and any claim **MUST** be processed directly with ICI and shall not be resolved via Master Card or VISA. **USER** also waives any and all rights to dispute any charge made on a VISA or MASTER CARD, now and forever, but may file a claim directly against ICI via a court of competent jurisdiction. **USER** also agrees that the Terms and Conditions herein are superior to any Master Agreement that may exist under the Master Card and VISA Agreements, and superseded the same as it relates to any right to dispute a charge.

USER also agrees that any charge placed on its Master Card or VISA is deemed to be valid at the time of the charge and cannot be disputed with the **USER's** Bank, Merchant Bank or Merchant ATM Bank. **USER** also waives all rights regarding receipt of reports and services via email and agrees that reports or services ordered from ICI may be delivered by email, regular US Postal Service or private courier service.

04. The receipt by **USER** of passwords and/or any other information which will enable **USER** to access any INVESTIGATIVE CONSULTANTS, INC., (ICI) owned and/or operated system(s), and any use of these passwords and/or other information by **USER**, shall constitute unconditional and complete acceptance by **USER** of all Terms and Conditions stated herein. Thereafter, the continued use by **USER** of **User's** assigned password(s) and/or Personal Identification Code(s) ("P.I.D."(s)) and/or any other information enabling and/or allowing **USER** to access any INVESTIGATIVE CONSULTANTS, INC., (ICI) owned and/or operated system(s) or service(s) shall constitute continuing unconditional and complete acceptance by **USER** of all Terms and Conditions stated herein, and also of any future revisions or modifications made by INVESTIGATIVE CONSULTANTS, INC., (ICI) to this **USER** Agreement. **USER** understands and agrees that revisions and/or modifications may be made by INVESTIGATIVE CONSULTANTS, INC., (ICI) to this **USER** Agreement without advance notice to **USER**, by the posting of these revisions and/or modifications in the "General" Section of the BBS.

05. **PASSWORDS AND PIDs ARE NOT TRANSFERABLE.** **USER** understands and agrees that no second or other person is permitted to use a Personal Identification Code ("P.I.D.") issued for the exclusive use of any one (1) person, and also that no password may be used by any person / entity other than the person / entity (or an authorized employee or representative of the person / entity) to whom / which that password has been issued.

06. **USER** understands and agrees that INVESTIGATIVE CONSULTANTS, INC., (ICI) is in no way responsible for the safeguarding of the passwords or P.I.D.(s) issued to the **USER**. In the event of any unauthorized access into any INVESTIGATIVE CONSULTANTS, INC., (ICI) system(s) by the use of passwords or P.I.D.(s) or other information issued to the **USER**, then **USER** and **User's** representatives and officers shall bear full financial and legal responsibility for any and all access and use of INVESTIGATIVE CONSULTANTS, INC., (ICI) systems, including payment for said access and/or usage.

07. **USER** understands and agrees that all requests for, access to and usage of any information and/or Report obtained from / through any INVESTIGATIVE CONSULTANTS, INC., (ICI) system or service must be in full compliance with all Federal, State and local laws and regulations. **USER** understands, agrees and hereby states that any and all information obtained from or through any INVESTIGATIVE CONSULTANTS, INC., (ICI) system or service will be requested and used for **LAWFUL AND PERMISSIBLE PURPOSES ONLY.**

USER understands and agrees that all information requested will be for **User's** exclusive use and that, if and when required, **USER** will certify for each request the purpose(s) for which the information is sought and also that the information will be used for no other purpose. **USER** specifically understands and agrees that all requests for reports must and will be in full compliance with any and all governing International (Outside of the United States), or US Federal, State and local laws and regulations as it pertains to such data.

USER specifically understands and agrees that INVESTIGATIVE CONSULTANTS, INC., (ICI) systems and services are not to be used for any illegal or fraudulent act, or for any obscene act or for harassment of any kind, and that INVESTIGATIVE CONSULTANTS, INC., (ICI) reserves the right, without advance notice to **User** or the consent of **User**, to immediately discontinue and/or otherwise disconnect **User's** access to INVESTIGATIVE CONSULTANTS, INC., (ICI)'s systems and services in the event that INVESTIGATIVE CONSULTANTS, INC., (ICI) believes that **User's** access to any INVESTIGATIVE CONSULTANTS, INC., (ICI) system or service is being used for any improper or illegal purpose.

08. Use of any INVESTIGATIVE CONSULTANTS, INC., (ICI) system or service is at **User's** own risk. **USER** understands and agrees that INVESTIGATIVE CONSULTANTS, INC., (ICI) only provides its **Users** with access to information through INVESTIGATIVE CONSULTANTS, INC., (ICI) systems and services, which information is originated by independent databases and/or investigative sources and/or third-parties outside the control and supervision of INVESTIGATIVE CONSULTANTS, INC.,(ICI), and that said information is not verified or augmented by INVESTIGATIVE CONSULTANTS, Inc., (ICI), and that INVESTIGATIVE CONSULTANTS, INC., (ICI) cannot and does not warrant or guarantee the accuracy, completeness, timeliness, correctness, or merchantability or fitness for any purpose of any information, data or Report obtained or ordered from / through INVESTIGATIVE CONSULTANTS, Inc., (ICI), and that INVESTIGATIVE CONSULTANTS, INC., (ICI) and/or its officers, employees, agents, representatives, **User's**, affiliated companies or entities, suppliers, database providers, independent contractors, etc. shall not be liable in any manner whatsoever for any errors, omissions, or inaccuracies relating thereto.

Users of any and all INVESTIGATIVE CONSULTANTS, INC., (ICI) systems and services explicitly acknowledge and agree that all services, systems, files and information are provided "as is" and without warranty of any kind, either express or implied. **Users** of any and all INVESTIGATIVE CONSULTANTS, INC., (ICI) systems and services explicitly acknowledge and agree that all services, systems, files and information may contain a degree of error.

Users of any and all INVESTIGATIVE CONSULTANTS, INC., (ICI) systems and services explicitly understand and agree that INVESTIGATIVE CONSULTANTS, INC., (ICI) and/or its officers, employees, agents, representatives, affiliated companies or entities, suppliers, database providers, independent contractors, etc. may at any time edit or otherwise modify files and/or information to conceal and/or protect the identity of source(s) of files and information.

Users of any and all INVESTIGATIVE CONSULTANTS, INC., (ICI) systems and services explicitly agree that they do not and will not hold INVESTIGATIVE CONSULTANTS, INC., (ICI) and/or its officers, employees, agents, representatives, **Users**, affiliated companies or entities, suppliers, database providers, independent contractors, etc. responsible for the fitness, usefulness or accuracy of any file or information obtained from or through any INVESTIGATIVE CONSULTANTS, INC., (ICI) system or service, and that the entire risk of using or acting upon any information obtained from or through any INVESTIGATIVE CONSULTANTS, INC., (ICI) system, including the entire cost of any and all necessary remedies, is with those who choose to use INVESTIGATIVE CONSULTANTS, INC., (ICI) system(s) and act on any such information.

09. **USER** agrees that under no circumstances will INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. or its officers, employees, agents, representatives, **Users**, affiliated companies, suppliers, database providers, independent contractors, etc. be held responsible or liable for any damages which **User** may suffer as a result of any usage of any INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. system or service including, but not limited to, any damage suffered as a result of interruption of service, delays in message or information delivery, non-deliveries of a message or information, inaccurate or incomplete deliveries of a message or information, misdeliveries of a message or information, or power failures or equipment failures of any kind, or for any delay or failure in performance or nonperformance of any aspect of this Agreement or any interruption of service, resulting directly or indirectly from Acts of God, acts of public enemy, war, accidents, fires, electrical failures, machine failures or unavailability, postal delays, explosions, earthquakes, floods, the elements, strikes, lockouts, labor disputes, governmental orders or regulations, shortages of suitable parts, materials, labor or transportation, or any other cause.

USER understands and acknowledges that **USER** is in no way promised or otherwise guaranteed uninterrupted 24-hour/365-day access to INVESTIGATIVE CONSULTANTS, INC., (ICI) systems and services. **USER** agrees that the maximum amount that INVESTIGATIVE CONSULTANTS, INC., (ICI) will ever be liable to **USER** (and the maximum amount of any judgment or award) for any reason will be the return of the fees paid to INVESTIGATIVE CONSULTANTS, INC., (ICI) by **USER** to access any data or information, to the extent said data or information is found to be the primary basis upon which the **USER** incurred any injury or damage resulting from obtaining any such information or data from or through any INVESTIGATIVE CONSULTANTS, INC., (ICI) system or service. **USER** agrees that in no event shall INVESTIGATIVE CONSULTANTS, INC., (ICI) ever be liable for any special or incidental or consequential or punitive or exemplary damages of any kind including, but not limited to, any loss of information, profits, business interruption and the like.

10. **USER** agrees to indemnify and hold harmless INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. and its officers, employees, agents, representatives, affiliated companies or entities, suppliers, database providers, independent contractors, etc. from any damages of any kind arising from **User's** use of any information which INVESTIGATIVE CONSULTANTS, INC., (ICI) may obtain, provide or transmit at **User's** request, or for any activity which INVESTIGATIVE CONSULTANTS, INC., (ICI) and its officers, employees, agents, representatives, affiliated

companies or entities, suppliers, database providers, independent contractors, etc. may undertake in good faith at **User's** request.

USER specifically agrees to indemnify, defend and hold INVESTIGATIVE CONSULTANTS, INC., (ICI) and its officers, employees, agents, representatives, affiliated companies or entities, suppliers, database providers, independent contractors, etc. harmless from and against any and all costs and liabilities which may be asserted and/or assessed against Investigative Consultants, Inc., (ICI), or its officers, employees, agents, representatives, affiliated companies or entities, suppliers, database providers, independent contractors, etc. based upon any use by **USER** of any INVESTIGATIVE CONSULTANTS, INC., (ICI) system or service and/or based upon any use by **USER** of any information obtained from / though any INVESTIGATIVE CONSULTANTS, INC., (ICI) system or service. This includes any action for damages in any civil court; defense of ICI against any claim by the United States or any Regulatory agency of the United States; or any local, state or federal Grand Jury action. Defense of ICI shall be done by ITS attorneys only, and the costs thereof shall be paid by the **USER**.

11. **USER** hereby acknowledges and agrees that no Electronic Mail or Telecopier (facsimile) transmission system can guarantee the privacy or confidentiality of any communication or telecopier transmission (fax) and that INVESTIGATIVE CONSULTANTS, INC., (ICI) does not guarantee or promise that **User's** messages or communications will be held or kept absolutely confidential or private, and that INVESTIGATIVE CONSULTANTS, INC., (ICI) assumes no responsibility for the confidentiality, privacy, accuracy, timeliness or completeness of any electronic or facsimile transmission sent through any INVESTIGATIVE CONSULTANTS, INC., (ICI) system or service.

12. **USER** understands and agrees that no INVESTIGATIVE CONSULTANTS, INC., (ICI) system or service may be used for the transmission of any message or document that, by its transmission, would constitute, or contribute to, or assist in, the commission of a crime.

13. **USER** understands and agrees that all messages and files posted on or accessible through any INVESTIGATIVE CONSULTANTS, INC., (ICI) system, service or BBS must strictly conform to strict ethical, legal and professional standards, and may not contain or reveal confidential or illegal information, and that no file or message may contain data which might compromise the national security of the United States or its allies, or violate proprietary or copyright rights, personal privacy, or any federal, state or local law or regulation. **USER** understands and agrees that INVESTIGATIVE CONSULTANTS, INC., (ICI) cannot and does not guarantee, or make any representations regarding the fitness, accuracy or legality of any information posted on or accessible through any INVESTIGATIVE CONSULTANTS, INC., (ICI) system, service or BBS.

14. **USER** understands and agrees that all messages, files and reports transmitted to **USER** or by **USER** via any INVESTIGATIVE CONSULTANTS, INC., (ICI) system or service may be permanently erased and / or purged after thirty (30) days have elapsed from the date of transmission. **USER** understands and agrees that all facsimiles (faxes) may be permanently erased and / or purged immediately after transmission.

15. COPYRIGHT NOTICE. **USER** understands and agrees that all contents of all INVESTIGATIVE CONSULTANTS, INC., (ICI) systems and/or services and/or transmissions are copyrighted by INVESTIGATIVE CONSULTANTS, Inc., (ICI), and that the contents of all Bulletin Boards and/or Reports and/or electronic mail and/or any information downloaded and/or read and/or otherwise obtained from or through any INVESTIGATIVE CONSULTANTS, INC., (ICI) service or system, and/or obtained in any way through INVESTIGATIVE CONSULTANTS, INC., (ICI) may not be published, reissued, revealed, retransmitted or made available in any form by the **USER** to any other person or entity without the express written permission of an officer of INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc., and may be used only in the regular course of **User's** business.

USER is prohibited from otherwise reproducing, causing to be reproduced, or helping any other person to reproduce any such information or any portion of any such information. Any damages for which **USER** may be liable as a result of **User's** breach of the undertakings and understandings of this Agreement shall be in addition to, and not in lieu of, any damages for copyright infringement.

USER is hereby informed that INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. reserves all rights, trademarks, title, interest and copyrights to the manuals, forms, price lists and proprietary information contained in or in any way connected to any and all INVESTIGATIVE CONSULTANTS, INC., (ICI) transmissions and communications, both electronic and written.

USER is hereby informed that reprinting or use of any INVESTIGATIVE CONSULTANTS, Inc., (ICI), names, logos, phrases, service agreements, **User** agreements, manuals and/or written materials without the express written permission of INVESTIGATIVE CONSULTANTS, INC., (ICI) may be a violation of copyright, trademark and service mark laws. **USER** agrees that any data or information placed on any INVESTIGATIVE CONSULTANTS, INC., (ICI) system or service by **USER** may be copied, edited, reproduced or published by INVESTIGATIVE CONSULTANTS, Inc., (ICI).

16. **USER** understands and agrees that **USER** may not use any INVESTIGATIVE CONSULTANTS, INC., (ICI) system or service for advertising or solicitation of any kind without the express written permission of INVESTIGATIVE CONSULTANTS, Inc., (ICI), and that solicitation or advertisement on any INVESTIGATIVE CONSULTANTS, INC., (ICI) system or service by **USER** for or on the behalf of any other BBS or online service will result in the immediate termination of **User's** access to all INVESTIGATIVE CONSULTANTS, INC., (ICI) systems.

17. DEPOSIT AND USAGE FEES. In order that the **USER** be provided with the use of INVESTIGATIVE CONSULTANTS, Inc., (ICI)'s systems and services, the **USER** agrees to pay at this time a nonrefundable account activation charge of: _____ US dollars (\$ _____), and also hereby places on deposit with INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc., a nonrefundable deposit in the amount of: _____ US dollars (\$ _____), to be applied whenever INVESTIGATIVE CONSULTANTS, INC., (ICI) deems appropriate against **User's** invoices and charges, or to be held as security and/or final invoice payment.

USER understands and agrees that INVESTIGATIVE CONSULTANTS, INC., (ICI) may set a credit limit for **USER** at an amount equal to the amount **USER** has placed on deposit. Further, in order to obtain access to the portion of the INVESTIGATIVE CONSULTANTS, INC., (ICI) systems known as the Investigative Support Service (ISSI), **USER** agrees to order / purchase a monthly minimum of _____ Dollars (\$ _____) of Request Code(s) or other information from the Investigative Support Service.

This monthly minimum amount of: _____ Dollars (\$ _____) will be payable and due regardless of any other **USER** activity or payment. **USER** also understands and agrees that **USER** will be charged / invoiced for all Request Codes and/or other information ordered / purchased, at whatever the prevailing charge(s) for that Request Code or information may be at the time said Request Code or information is ordered / purchased. **USER** further understands and agrees that **USER** will be charged / invoiced for each minute, or part thereof, that **USER** is connected to or in communication with any INVESTIGATIVE CONSULTANTS, INC., (ICI) system or service, at whatever the prevailing per-minute connect-time charge(s) may be at the time the **USER** is connected to or in communication with INVESTIGATIVE CONSULTANTS, Inc., (ICI)'s systems or services. **USER** understands and agrees that all fees, charges and costs are subject to change without notice, and that continued usage of INVESTIGATIVE CONSULTANTS, INC., (ICI) systems and services will constitute unconditional acceptance by **USER** of any pricing changes. **USER** understands and agrees that suspension or termination of **User's** access to INVESTIGATIVE CONSULTANTS, INC., (ICI) systems or services does not relieve **USER** of **User's** obligation to pay for any and all charges incurred prior to termination.

18. **USER** agrees to pay all invoices upon presentation and in some cases, all invoices must be prepaid by wire transfer or credit card. **USER** understands and agrees that the primary method of transmission of all invoices and/or Statement(s) of Charges by INVESTIGATIVE CONSULTANTS, INC., (ICI) to the **USER** will be via electronic mail for online / electronic access **Users**, and via US Postal Service regular mail to all other **Users** **USER** agrees to pay all invoices with a money order payable in US Dollars, or with a draft or check drawn on a bank in the United States and payable in US Dollars **USER** understands and agrees that INVESTIGATIVE CONSULTANTS, INC., (ICI) may accept partial payments or late payments or any payments marked as being payment in full or as being a settlement of any dispute without losing any of our rights under this Agreement or under the law. **USER** further understands and agrees that INVESTIGATIVE CONSULTANTS, INC., (ICI) accepting any such payments does not indicate INVESTIGATIVE CONSULTANTS, Inc., (ICI)'s willingness to change this Agreement in any way.

19. **USER** understands and agrees that INVESTIGATIVE CONSULTANTS, INC., (ICI) does not guarantee, warranty or otherwise promise to provide or obtain any specific result or information in connection with any investigation or request or report or database access or any other work or activity conducted or undertaken or attempted by INVESTIGATIVE CONSULTANTS, INC., (ICI) on the behalf of and/or at the request of the **User**.

The **USER** is and will be invoiced / charged, and the **USER** hereby agrees to pay in full, any and all prevailing applicable charges and costs for databases accessed and/or work and/or activity of any kind conducted by INVESTIGATIVE CONSULTANTS, INC., (ICI) on **User's** behalf and/or at **User's** request, regardless of the (resulting) data or information provided to or obtained by the **USER**, including Reports stating or reporting a negative or "no record located" result.

USER additionally understands and acknowledges that when requests, data or information submitted to INVESTIGATIVE CONSULTANTS, INC., (ICI) by the **USER** are inaccurate, misspelled or incomplete, it can directly cause and result in no data or incorrect data or information being returned / provided to the **USER**, and **USER** is aware and agrees that **USER** is and will be charged for databases accessed or work or activity conducted / performed based on **USER** provided information or input data, whether or not the data or information provided by **USER** is / was accurate or complete.

20. **USER** understands and agrees that should any sums of money payable to INVESTIGATIVE CONSULTANTS, INC., (ICI) pursuant to this agreement not be paid by **USER**, thereby creating a need for INVESTIGATIVE CONSULTANTS, INC., (ICI) to incur any legal or collection or other expense in connection with INVESTIGATIVE CONSULTANTS, Inc., (ICI)'s efforts to collect these monies due, then **USER** must reimburse INVESTIGATIVE CONSULTANTS, INC., (ICI) in full for any and all legal and/or collection and/or other expenses including, but not limited to, attorney's fees and compensation for any time which representatives of INVESTIGATIVE CONSULTANTS, INC., (ICI) must expend to collect these monies.

USER also understands and agrees that **USER** must reimburse INVESTIGATIVE CONSULTANTS, INC., (ICI) in full for any and all legal fees which INVESTIGATIVE CONSULTANTS, INC., (ICI) or its officers, employees, agents, representatives, affiliated companies or entities, suppliers, database providers, independent contractors, etc. may be required to pay should INVESTIGATIVE CONSULTANTS, INC., (ICI) or its officers, employees, agents, representatives, affiliated companies or entities, suppliers, database providers, independent contractors, etc. need to retain legal representation to protect their rights and/or interests in connection with any situation of any kind arising from INVESTIGATIVE CONSULTANTS, INC., (ICI) agreeing to provide **USER** with access to any INVESTIGATIVE CONSULTANTS, INC., (ICI) system or service. **USER** understands and agrees that all legal fees incurred by INVESTIGATIVE CONSULTANTS, INC., (ICI) and/or its officers, employees, agents, representatives, affiliated companies or entities, suppliers, database providers, independent contractors, etc. must be reimbursed by **USER** within thirty (30) days of INVESTIGATIVE CONSULTANTS, Inc., (ICI)'s written request.

21. **USER** further understands and agrees that all unpaid balances of monies payable to INVESTIGATIVE CONSULTANTS, INC., (ICI) will have a one-and-one-half percent (1-1/2%) bookkeeping and file maintenance charge added to the outstanding balance each month.

22. **USER** understands and agrees that this agreement is enforceable either: a) in accordance with the laws of the District of Columbia (Washington DC) or b) in accordance with the laws of the State of Wisconsin, solely at the option of INVESTIGATIVE CONSULTANTS, Inc., (ICI), and regardless of whether or not **USER** has established contacts within the State of Wisconsin or

the District of Columbia. **USER** further agrees that any claims or legal action against INVESTIGATIVE CONSULTANTS, INC., (ICI) or related to INVESTIGATIVE CONSULTANTS, INC., (ICI) must be instituted within one (1) year after the claim or cause of action has arisen, or be barred, and can only be instituted in the State of Wisconsin.

23. This Agreement is not assignable by **USER** without the prior written consent of a corporate officer of INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc.

24. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

25. **USER** understands and agrees that INVESTIGATIVE CONSULTANTS, INC., (ICI) may cancel this agreement and terminate **User's** access to any or all INVESTIGATIVE CONSULTANTS, INC., (ICI) systems and services, for any reason that INVESTIGATIVE CONSULTANTS, INC., (ICI) sees fit, without advance notice to **USER**. Notwithstanding any other provision hereof regarding termination or suspension of this **USER** Agreement by INVESTIGATIVE CONSULTANTS, Inc., (ICI), INVESTIGATIVE CONSULTANTS, INC., (ICI) may, at any time and without prior notice, discontinue all service, or any portion of services, to **USER** if INVESTIGATIVE CONSULTANTS, INC., (ICI) has reason to believe that any portion of this agreement has been breached or violated by the **USER** .

26. All notices, correspondence and payments from **USER** to INVESTIGATIVE CONSULTANTS, INC., (ICI) shall be sent to: INVESTIGATIVE CONSULTANTS, INC., (ICI), INC., 2020 Pennsylvania Avenue, NW, Suite 813, Washington, DC. All notices, correspondence and invoices from INVESTIGATIVE CONSULTANTS, INC., (ICI) to **USER** shall be sent to **USER** at the address provided following "Office Address of **USER** (7): ", on Page One (1) of this Agreement.

27. **USER** understands that completion of this (**USER**) Agreement and submission of this (**USER**) Agreement to INVESTIGATIVE CONSULTANTS, INC., (ICI) does not guarantee that access to INVESTIGATIVE CONSULTANTS, Inc., (ICI)'s systems and services will be granted to **USER**.

28. Should any term and/or condition and/or portion of this agreement be declared illegal or otherwise unenforceable, it shall be severed from the remainder of this agreement without affecting the legality or enforceability of the remaining terms and/or conditions and/or portions of this agreement.

FCRA NOTICE: INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. is not a consumer reporting agency, as defined by the Fair Credit Reporting Act ("FCRA"). INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc.'s products **must not be used for purposes restricted under the FCRA, unless you have a permissible purpose to use such services.**

INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. is providing you with this notice so that you will not use INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc., for purposes specified by the FCRA. INVESTIGATIVE CONSULTANTS, INC., (ICI) Inc. provided databases and data must only be used to confirm information provided by your subject for comparison against our database sources, and must not be used in whole or in part to determine consumer eligibility for employment, credit, insurance, or any other purpose for which a consumer credit report would be requested. INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. is NOT a consumer credit reporting agency as defined under FCRA, and shall not be used as one.

ECPA NOTICE: INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. reserves the right to monitor any and all communications through or with INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc.'s facilities. Each **User** agrees that INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. is not considered a secure communications medium for the purposes of the ECPA and that no expectation of privacy is afforded.

All subscribers are reminded that INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. services may be used only for lawful purposes.

Transmission of or solicitation for reception of any material which violates any US Federal law(s), any state law(s); any city legal code(s) or ordinance(s) or any of the laws governing the locality where the **User** resides is prohibited. This includes material which is legally obscene, threatening, and libelous or violates any provision of intellectual-property law or material which would be illegal to distribute to any person of any age within the boundaries of the United States of America, including, but not limited to, adult materials.

INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. is not responsible for any materials transmitted or obtained over the Internet. The **User** agrees to indemnify, hold harmless and defend INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. from any legal action, which results from their use of INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc.'s systems, without limitation. The transmission of unsolicited advertising through electronic mail and Usenet postings is explicitly prohibited.

Each **User** agrees to respect the Copyright of all data items.

INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. is not responsible for the contents of the **User's** mailbox, any personal storage, or other materials in **User's** mailbox or Report box at the time of termination of services, regardless of the cause of termination, or at any other time. INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. does not provide mail or web page forwarding at termination.

Each **User** agrees that the security of their account(s), including data stored, transmitted and received through it, is their sole responsibility. Each **User** further agrees that if they believe their account security has been compromised in any way, to notify INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. immediately via telephone and via US Mail.

Each **User** agrees that they are responsible for any and all use made of their account(s) until they so notify INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. in the event of an intrusion.

INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. does not guarantee the safety and security of any transmission(s). INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. retains any and all access to any and all service(s) or locations(s) attached to the Internet at its discretion.

Material passed via INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. to or from other networks must comply with the other networks rules and regulations. Each **User** agrees that INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. has the right to cooperate in any investigation which is requested by parties alleging that a **User** may have violated any law which is enforceable in that **User's** jurisdiction and/or in INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc.'s jurisdiction. This also includes any provision of this agreement.

Each **User** agrees that INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. has the right to turn over any evidence of illegal activity to the appropriate authorities that INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. may discover in the course of any investigation requested by an outside party, or discovered in the routine operation and maintenance of the INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc.'s services and network components.

INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. may be required by law to disclose and release information it may have to officials of the law. This includes all federal, state, and local jurisdictions. Each **User** agrees and understands that the disclosure of such information will be upon presentation of a valid order of a court.

Each **User** agrees and understands that INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc.'s counsel, Stephen E. Kravit, of the law firm of Kravit, Gass, Hovel and Leitner, and Thomas E. Wilson, of the law firm of Berliner, Corcoran and Rowe, are the sole judges as to the validity of any court order or subpoena is considered proper and final and shall advise ICI accordingly.

Each **User** further agrees that INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. shall give notice to the **User** upon service of any legal process and shall not act to interfere in any way with any privilege that **User** may wish to assert. ICI shall not cooperate or volunteer any information to any person, organization, institution or governmental agency without the express written permission of the **User**.

Each **User** agrees not to attempt to cause, or actually cause, any disruption of service on INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. or any other network or subscriber, including, but not limited to malicious traffic generation, attempted or actual violation of any security system in place on the Internet and its resources, or any unauthorized access to any computer or resource on the Internet.

INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. does not guarantee connectivity at any time, for any length of time or at any speed. INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. makes no warranties or representations of merchantability or fitness for any purpose. INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. is not responsible for any loss a **User** may

suffer as a result of using INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. owned or operated services, including but not limited to, loss resulting from delays in service, incorrect or incomplete delivery of information, possible computer viruses, operating system failure or interruption of service, regardless of cause. INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. is not responsible for any information or computer data lost because of INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc.'s software/service installation or usage. Additional statements such as representations, whether oral or written, do not constitute warranties by INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. and should not be relied upon.

Each **User** agrees not to attempt to defeat any idle timer or system tool intended to enforce the part-time and personal nature of your connection, including the use of ping-bots and other methods of avoiding timed connection. Each **User** agrees to remain signed onto the network only when actually making use to same and to disconnect when idle for significant periods of time (more than 3 minutes). Each **User** authorizes INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc. to enforce this restriction by appropriate software and network measures, automated or manual.

This agreement constitutes the complete agreement between INVESTIGATIVE CONSULTANTS, INC., (ICI) and **USER**, and may be modified only in writing, and any such modification must be signed by a corporate officer of INVESTIGATIVE CONSULTANTS, Inc., (ICI), Inc.

ADDITIONAL REQUIREMENTS AND COVENANTS

The following terms and conditions govern your access to and use of the INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® and any service, product, database, information, data, or source that is provided to you by ICI.

1. LICENSE; RESTRICTIONS ON USE

1.1 You are granted a nonexclusive, nontransferable, limited license to access and use INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® in accordance with these Terms and Conditions for INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® . Your use of the Online Services and Materials (as defined in the General Terms and Conditions), is governed solely by the General Terms and Conditions, regardless of whether such use is in connection with or otherwise related to your use of INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS®.

1.2 All right, title, and interest (including all copyrights and other intellectual property rights) in INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® (in both print and machine-readable forms) belong to the provider of INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® ("Provider") or its third party suppliers of materials. You acquire no proprietary interest in INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® . You may not remove or obscure the copyright notice or other notices contained in information, products, and software retrieved from INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS®.

1.3 You and other third parties with access to INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® may use INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® to distribute, display, transmit or publish, via electronic mail, bulletin board posting or otherwise, information, materials or other works of authorship to other **Users** of INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® ("hyperlinks, URL's or web addresses"). You will ensure that all hyperlinks, URL's or web addresses made, distributed, displayed, transmitted or published by you comply with all requirements established and published by INVESTIGATIVE CONSULTANTS, INC., (ICI) herein and elsewhere in INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® , as well as with all applicable laws, rules and regulations. hyperlinks, URL's or web addresses may not infringe or otherwise violate the rights of INVESTIGATIVE CONSULTANTS, INC., (ICI) or any third parties, including but not limited to intellectual property and other ownership rights (including copyrights and trademarks), privacy rights, and publicity rights. All hyperlinks, URL's or web addresses must be in good taste and shall not contain any profanity, vulgarity, pornography or other content that may be reasonably considered offensive.

1.4 "Provider" is defined as any URL, HTTP, WWW, or hyperlink address that you find directly, indirectly through the ARADS® site. The ARADS® site is intended to be non-comprehensive in nature and is a self-search intended sight that uses highly proprietary intention-based, relational databases owned by ICI. **User** shall not attempt to copy any content of the icioffshore.com site, including but not limited to any logo, pictures, graphics, hyperlinks, database formats, or URL links. Access by **User** is done to allow hyperlinks, URL's or web addresses to facilitate the exchange of information between you and other on-line sites contained in the Attorneys Restricted Database System (ARADS®) site.

Provider does not hold itself out as a publisher with respect to hyperlinks, URL's or web addresses by you or any other **Users** of INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® . Accordingly, Provider does not represent that it will read and/or otherwise screen hyperlinks, URL's or web addresses for content or compliance with these Terms and Conditions for INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® . Provider does reserve the right to utilize screening software and to block or remove any hyperlinks, URL's or web addresses that it is made aware of via this screening software, complaint, or otherwise and that it believes, in its sole discretion, to violate the terms, conditions, or spirit of these Terms and Conditions for INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® ; however, Provider does not guarantee that it will so block or remove any or all such hyperlinks, URL's or web addresses.

1.5 INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® is not intended to be or contain legal advice. The opinions and advice found on INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® are those of the author and not necessarily those of Provider. Provider makes no representations with respect to the information in INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® , which includes hyperlinks, URL's or web addresses, including but not limited to its accuracy, completeness, timeliness, reliability, or relevancy in a particular jurisdiction.

1.6 Except with respect to products or services expressly designated as otherwise, the Internet, and INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® as an Internet-based service, is an open environment and therefore unsecured (i.e. third parties may be able to read your mail or otherwise monitor your actions). You will refrain from including in any hyperlinks, URL's or web addresses or otherwise disclosing on or in connection with your use of INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® any confidential information, except in connection with use of products or services expressly designated.

1.7 By making hyperlinks, URL's or web addresses on INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® you grant to Provider a perpetual, royalty-free, fully paid-up worldwide license to use, distribute, sublicense, lease and market (directly or indirectly through agents and distributors), display, perform, modify and have modified, reproduce, copy and have copied, publish and prepare derivative works thereof in any form and format and in any media in existence or hereinafter developed, the hyperlinks, URL's or web addresses and any and all information contained therein.

1.8 You may not decompile, reverse engineer, disassemble, rent, lease, loan, sublicense, and create derivative works from INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS®, which includes the information and software made available therein. You may not copy, modify, reproduce, republish, distribute, transmit or use for commercial or public purposes the ARADS® site of INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® , except to the extent required in order for you to use INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® in the manner expressly intended by ICI. You may not use or otherwise export or re-export the services, products, or ARADS® board of INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® in violation of the export control laws and regulations of the United States of America.

1.9 There is not necessarily a relationship between Provider and the third party owners of any websites accessible through hot links in ARADS® and those third party owners and their licensees retain all right, title and interest (including all copyrights and other intellectual property rights) in such third party websites and the materials available therein.

1.10 You may provide hot links to INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® from locations outside INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® provided (a) you link only to the home page www.icioffshore.com or (b) you do not remove or obscure, by framing or otherwise, advertisements, the copyright notice or other notices in INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® , (c) you give Provider notice of such link by sending an e-mail message to dberlin@icioffshore.com and (d) you discontinue providing hot links to INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® if notified by ICI. .

1.11 If INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® is accessed by any local, state or federal governmental agency, which is contrary to this agreement, ICI shall revoke all access and terminate this license immediately. Use, duplication or disclosure of the software included in INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® by the US Government and parties acting on its behalf is governed by, and subject to the restrictions set

forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Unless such software expressly states otherwise, the contractor/manufacturer of the software is INVESTIGATIVE CONSULTANTS, Inc., 2020 Pennsylvania Avenue, NW, Suite 813, Washington, DC 2006.

1.12 Other provisions that govern your use of INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® are set forth in online notices appearing in connection with certain information, products, software, services, or features of INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® (collectively, the "Additional Terms"), all of which are incorporated by reference herein. Your use of any information, products, software, services, or features of INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® that are subject to Additional Terms constitutes your acceptance of the respective Additional Terms. If you do not agree with any Additional Terms, do not use the respective information, software, product, service or feature.

2. ACCESS TO INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS®

2.1 Only individuals who are legal professionals, as defined by INVESTIGATIVE CONSULTANTS, INC., (ICI) in its sole discretion, and other select individuals will be authorized to access and use INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS®. In addition, certain information, products, software, services and features of INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® may be restricted to certain categories of legal professionals, as defined and qualified by Provider in its sole discretion. INVESTIGATIVE CONSULTANTS, INC., (ICI) will utilize the information you provide on the Customer Information Form(s) (I) to determine, in its sole discretion, whether you are eligible to access and use INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® and the information, products, software, services, and features contained therein, (ii) to provide information to you from INVESTIGATIVE CONSULTANTS, INC., (ICI) and third parties, and (iii) for other purposes that INVESTIGATIVE CONSULTANTS, INC., (ICI), in its sole discretion, determines appropriate. INVESTIGATIVE CONSULTANTS, INC., (ICI) does not authenticate the identities of Users, except in connection with products or services wherein it is expressly designated otherwise.

2.2 Information, products, software, services and features may be added to or withdrawn from INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® and INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® otherwise changed without notice.

3. WARRANTY DISCLAIMER

3.1 INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® is provided on an "as is", "as available" basis and INVESTIGATIVE CONSULTANTS, INC., (ICI) and each third party supplier expressly disclaims all warranties, including the warranties of merchantability, fitness for a particular purpose, and non-infringement.

4. LIMITATION OF LIABILITY

4.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting from, arising out of or any way related to (a) any errors in or omissions from INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® , including but not limited to any hyperlinks, URL's or web addresses, (b) any third party websites or content therein directly or indirectly accessed through hot links in INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® , including but not limited to any errors in or omissions therefrom, (c) the unavailability or interruption of INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® or any portion thereof, (d) your use of INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® (regardless of whether you received any assistance from a Covered Party in using INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS®), (e) your use of any equipment or software in connection with INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® , (f) the content of INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® , including but not limited to any hyperlinks, URL's or web addresses, (g) blocking, removal or the failure to block or remove hyperlinks, URL's or web addresses, or (h) any delay or failure in performance.

4.2 "Covered Party" means INVESTIGATIVE CONSULTANTS, INC., (ICI), its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of INVESTIGATIVE CONSULTANTS, INC., (ICI) or its affiliates.

4.3 The aggregate liability of a covered party in connection with any other claim arising out of or relating to INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® shall not exceed the less than of (i) the amount paid by you to INVESTIGATIVE CONSULTANTS, INC., (ICI) for access to and use of exchange (excluding access to and use of the online services and materials) over the past twelve (12) months, or (ii) \$200. Your right to monetary damages in that amount shall be in lieu of all other remedies that you may have against any covered party.

4.4 The covered parties shall not be liable for any special, indirect, incidental, or consequential damages of any kind whatsoever (including, without limitation, attorneys' fees), lost profits or lost savings in any way due to, resulting from, or arising in connection with INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS®, including postings, or the failure of any covered party to perform its obligations, regardless of any negligence of any covered party.

5. USER REPRESENTATIONS; INDEMNIFICATION

5.1 You hereby represent and warrant that (a) the information you have provided on the Customer Information Form is true and accurate, (b) you will at all times comply with all applicable laws, rules, and regulations with respect to your use of INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® , (c) you will not use INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® , in connection with any illegal act, or violate any local, state or Federal law which may apply to the reason or permissible purpose that you may or may not have in obtaining, contracting, using or reusing the services if ICI. You will make no postings or otherwise, to infringe, misappropriate or violate the rights of INVESTIGATIVE

CONSULTANTS, INC., (ICI) or third parties, (d) you will only make hyperlinks, URL's or web addresses of such information to which you have sufficient rights to grant the license set forth in Section 1.7 above, (e) you will not knowingly include in hyperlinks, URL's or web addresses or otherwise introduce to or through INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® any viruses or other items of a destructive nature, and (f) you will comply at all times with these Terms and Conditions for INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® , including the Additional Terms, as they may be amended from time to time by INVESTIGATIVE CONSULTANTS, INC., (ICI).

5.2 You will indemnify and hold harmless INVESTIGATIVE CONSULTANTS, INC., (ICI) and all Covered Parties against any and all judgments, settlements, penalties, costs and expenses (including attorneys' fees) paid or incurred in connection with claims due to, resulting from or arising in connection with any information, services, data, or electronic media that you obtain from Investigative Consultants, Inc., ARADS®, or its sources or providers. Links that are made distributed, displayed, transmitted or published by you, including but not limited to those attributable to (a) infringement, misappropriation or violation of any copyrights or other proprietary rights of any third party, and (b) errors in or omissions from such links.

6. MISCELLANEOUS

6.1 These Terms and Conditions for INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® , including the Additional Terms, may be changed by INVESTIGATIVE CONSULTANTS, INC., (ICI) from time to time immediately upon notice. Your access to INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® may be terminated immediately upon notice to INVESTIGATIVE CONSULTANTS, INC., (ICI) if any change is unacceptable. Continued use of INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® following any change constitutes acceptance of the change.

6.2 You may terminate your access to INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® immediately upon notice to INVESTIGATIVE CONSULTANTS, INC., (ICI). INVESTIGATIVE CONSULTANTS, INC., (ICI) may suspend or discontinue providing INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® to you with or without cause and without notice. INVESTIGATIVE CONSULTANTS, INC., (ICI) may pursue any other remedy legally available to it if you fail to comply with any of your obligations hereunder.

6.3 Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed electronically in INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® by INVESTIGATIVE CONSULTANTS, INC., (ICI). Notices shall be deemed to have been properly given on the date deposited in the US mails, if mailed; on the date first made available, if displayed upon the web site of INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® ; or on the date received, if delivered in any other manner. Notices to you may be sent to any of the addresses provided by you on the Customer Information Form. Except as expressly directed otherwise by INVESTIGATIVE CONSULTANTS, INC., (ICI) herein or elsewhere.

6.4 The failure of INVESTIGATIVE CONSULTANTS, INC., (ICI) to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

6.5 You may not assign your rights or delegate your duties under these Terms and Conditions for INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® .

6.6 These Terms and Conditions for INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® shall be governed by and construed in accordance with the laws of the State of Wisconsin as they apply to agreements made and solely performed therein.

6.7 Any controversy or claim arising out of or relating to these Terms and Conditions for INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® , or the breach thereof, will be settled by binding arbitration conducted before one arbitrator who is knowledgeable in computer and cyberspace law. The site of any such arbitration will be in Milwaukee, Wisconsin. The arbitration will be conducted in accordance with the then applicable Commercial Arbitration Rules of the American Arbitration Association. The award rendered by the arbitrator will be binding and conclusive on the parties and judgment upon such award may be entered in any court having jurisdiction thereof. Each party will bear its own costs and expenses, including fees and expenses of counsel, associated with the arbitration.

6.8 These Terms and Conditions for INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® , including the Additional Terms, constitute the entire agreement between the parties with respect to the subject matter hereof. All prior agreements, understandings, negotiations or representations, whether oral or in writing, relating to the subject matter hereof are superseded and canceled in their entirety.

6.9 If any provision hereof is adjudged to be invalid, void, or unenforceable, the parties agree that the remaining provisions hereof will not be affected thereby, that the provision in question may be replaced by the lawful provision that most nearly embodies the original intention of the parties, and that these Terms and Conditions for INVESTIGATIVE CONSULTANTS, INC., (ICI) or ARADS® will in any event remain valid and enforceable.

6.10 Except as specifically provided, you are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the ARADS® site. You may not print or download materials without expressed written.

Signed:

DATE: _____

PLACE: _____

X _____
Investigative Consultants, Inc.
2020 Pennsylvania Avenue NW
Suite 813
Washington DC 20006
(202) 237-1500

DATE: _____

PLACE: _____

X _____
(ENTER USER NAME HERE)

CONFIDENTIAL