



SERVICE AGREEMENT

This Agreement, entered into this ____ day of _____, 2001, between **InfoPal, Inc.** and _____ ("CUSTOMER") such that services and information provided to Customer for purposes of employee screening and related pre-employment services by InfoPal, Customer hereby agrees all information will be received subject to the following:

1. Customer certifies that it shall request and utilize consumer reports and other services provided by InfoPal for Customer's exclusive use only and only for such purposes of pre -employment/employee screening as defined by the Fair Credit Reporting Act. Customer's employees will be forbidden to attempt to obtain reports on themselves, associates or any other persons except in exercise of their official duties. It is the responsibility of the Customer to be aware of and comply with its obligations as a user of such reports, with particular respect to those obligations defined in the Fair Credit Reporting Act as follows:
 - a. Make a clear and conspicuous written disclosure to the consumer before the report is obtained, that a consumer report and/or an investigative consumer report which may include information as to the consumer's character, general reputation, personal characteristics and mode of living, whichever apply, may be ordered. If an investigative consumer report is to be requested, the disclosure must be mailed, or otherwise delivered, to the consumer not later than three days after the date on which the report was requested, and must include a statement informing the consumer of his or her right to request (1) disclosure of the nature and substance of the investigation requested, and (2) the Summary of Rights notice.
 - b. Obtain written consent from the consumer before ordering any reports.
 - c. Before declining employment or taking any adverse action based in whole or in part on information provided by InfoPal on the consumer, you will provide the consumer the Summary of Rights notice and a copy of their InfoPal report. If adverse action is ultimately taken based in whole or in part on information provided by InfoPal on the consumer, you will notify the consumer of the adverse action.
 - d. Not use the information obtained on a consumer in violation of any applicable federal or state equal employment opportunity law or regulation.
 - e. In response to a written request received from a consumer, within a reasonable period of time, make a complete and accurate disclosure of the nature and scope of the investigation requested for an investg ative consumer report. Such disclosure will be made in writing, mailed or otherwise delivered to the consumer, not later than five days after date on which the request is received.
2. Customer will defend and hold harmless infoPal, its employees, agents and representatives against any damages or liabilities arising from Customer's failure to comply with its obligations under the law or as a result of Customer's disclosure of information contrary to these conditions. Only such persons whose duty requires will have access to information provided by InfoPal.
3. InfoPal does not attempt to interpret the facts or make recommendations concerning an individuals eligibility for hire. InfoPal will comply with all applicable federal laws with respect to obtaining information for consumer reports to be provided to Customer, and will follow reasonable procedures to maximize the accuracy of all information. Customer recognizes and agrees that the services provided by InfoPal are secured by and processed by fallible human sources and that for the fee charged, InfoPal cannot insure or guarantee the accuracy of the information reported. Customer expressly releases InfoPal, its employees, agents and representatives from all liability related directly or indirectly to InfoPal activities in producing such reports, and will hold InfoPal harmless against any loss or expense suffered by Customer resulting directly or indirectly from InfoPal reports.
4. Written notice by either party will terminate this agreement, but the obligations and agreements of the Customer set forth in paragraphs one through three in this Agreement will continue in effect. This Agreement represents the entire agreement between InfoPal and Customer and may be changed only by a written amendment signed and dated by both parties. Should any provision of this agreement be held to be unenforceable, the remainder of this agreement shall remain in full force.
5. Customer agrees to pay for services rendered, according to the rate schedule now or subsequently established by InfoPal, within thirty days of receipt of invoice. Customer agrees to pay a 1.5% monthly late fee (18% APR) for invoice balances past due. Customer agrees to pay all costs of collection efforts if required.
6. Upon signing this agreement, Customer will furnish InfoPal with the names of those employees of Customer whom InfoPal will communicate confidential information. Any changes to that list must be made by the Customer in writing to InfoPal, Inc. at 3050 Presidential Parkway, Suite 111, Atlanta, GA, 30340.

Authorized Signature - Customer

Authorized Signature - InfoPal, Inc.

Title

Date

Title

Date