

## **SIMPLE BACKGROUND CHECKS TERMS OF SERVICE**

This Terms of Use (the "Agreement" or "Terms") is an agreement between you and C3 Intelligence Inc., who owns and controls the website [www.SimpleBackgroundChecks.com](http://www.SimpleBackgroundChecks.com) (collectively, "Simple Background Checks", "us", "our" or "we") and sets forth the legally binding terms for your use of the website [www.SimpleBackgroundChecks.com](http://www.SimpleBackgroundChecks.com), and any successor websites, (collectively the "Sites"), and other interactive properties, including but not limited to our mobile applications and mobile-focused websites (the Sites and other Simple Background Checks interactive properties are collectively referred to herein as the "Simple Background Checks Applications"). The Terms govern your use of the Simple Background Checks Applications (however accessed and/or used, whether via personal computers, mobile devices or otherwise and any other means or applications in which you connect with us or use our Services).

Each time that you access or use Simple Background Checks Applications you signify that you have read, understand, and agree to be bound by our privacy policy incorporated herein by reference. If you do not agree to any of the terms of the privacy policy or the Terms, you must discontinue using Simple Background Checks Applications and Services.

Contact and Electronic Communications. By accessing the Simple Background Checks Applications or Services, you consent to having this agreement provided to you in electronic form and that all agreements, notices, disclosures, and other communications we provide to you electronically satisfy any legal requirements that such communications be in writing. You acknowledge that when you provide us with information in connection with a particular activity or otherwise sign up for our Services or provide any contact information, including an email address or telephone number in connection with that activity, product or service ("Contact Information"), you agree that this action constitutes a purchase or inquiry establishing a business relationship with us. You expressly consent to our communicating with you about our Services using the Contact Information you provided to us. You also attest that you have the legal authority over any telephone number you provide to us and can provide us with the authorization to contact you. This means we may contact you, in person or by recorded message, by e-mail, telephone and/or mobile telephone number (including use of automated dialing equipment), text (SMS) message, or any other means of communication that your wireless or other telecommunications device may be capable of receiving.

### **USE OF THE SIMPLE BACKGROUND CHECKS APPLICATIONS**

Simple Background Checks provides a database of public records and publicly available sources of information aggregated for your convenience. The Simple Background Checks searches, including its background checks, made available by and through the Simple Background Checks Applications, are provided for informational purposes only. While we are constantly updating and refining our database and service, we do not represent or warrant that the results provided will be 100% accurate and up to date and, as such, Simple Background Checks shall not be responsible or liable for the accuracy, usefulness, availability or unavailability of any information transmitted or made available via the Simple Background Checks Applications. Simple Background Checks does not make any representation or warranty as to the character or the integrity of the person, business, or entity that is the subject of any Simple Background Checks searches. Simple Background Checks also reserves the right to delete any information from its databases at any time.

**SIMPLE BACKGROUND CHECKS IS NOT A CREDIT REPORTING AGENCY FOR PURPOSES OF THE FAIR CREDIT REPORTING ACT ("FCRA"). AS SUCH, THE ADDITIONAL PROTECTIONS AFFORDED TO CONSUMERS, AND OBLIGATIONS PLACED UPON CREDIT REPORTING AGENCIES, ARE NOT CONTEMPLATED BY, NOR CONTAINED WITHIN, THESE TERMS AND CONDITIONS.**

**RESTRICTIONS ON YOUR USE OF OUR SERVICES. YOU MAY NOT USE ANY INFORMATION OBTAINED FROM OUR SEARCHES, INCLUDING, WITHOUT LIMITATION, THE SIMPLE BACKGROUND CHECKS BACKGROUND CHECKS, IN CONNECTION WITH DETERMINING A**

## **PROSPECTIVE CANDIDATE'S SUITABILITY FOR:**

- **HEALTH INSURANCE OR ANY OTHER INSURANCE**
- **CREDIT AND/OR LOANS**
- **EMPLOYMENT**
- **EDUCATION, SCHOLARSHIPS OR FELLOWSHIPS**
- **HOUSING OR OTHER ACCOMMODATIONS**
- **BENEFITS, PRIVILEGES OR SERVICES PROVIDED BY ANY BUSINESS ESTABLISHMENT**

**Personal Use Only.** The Simple Background Checks Applications, the Content and the Services are intended for your personal, noncommercial use in accordance with these Terms. You agree that you will not, unless specifically permitted by us (i) copy, display or distribute any part of the Content or Simple Background Checks Applications, in any medium, without Simple Background Checks prior written consent, or (ii) alter or modify any part of the Simple Background Checks Applications other than as may be reasonably necessary to use the Simple Background Checks Applications for their intended purpose. You further agree that you will not use any automated devices, such as spiders, robots or data mining techniques to download, store or otherwise reproduce, store or distribute Content or to manipulate the Simple Background Checks Applications or Services. You will take no action to interfere with, interrupt, destroy or limit the functionality of the Simple Background Checks Applications or any computer software or hardware or telecommunications equipment. You may not use the Simple Background Checks Applications or Services in any manner that could damage, disable, overburden, or impair any Simple Background Checks server, or the network(s) connected to any Simple Background Checks server, or interfere with any other party's use and enjoyment of any Simple Background Checks Applications or Services. You may not attempt to gain unauthorized access to any Simple Background Checks Applications or Services, other accounts, computer systems or networks connected to any Simple Background Checks server or to any of the Simple Background Checks Applications or Services, through hacking, cracking, and distribution of counterfeit software, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Simple Background Checks Applications or Services. You may not reverse engineer, decompile or disassemble any software accessed through Simple Background Checks Applications or Services, including any proprietary communications protocol used by Simple Background Checks. You may not use information obtained from the Simple Background Checks Applications to transmit any commercial, advertising or promotional materials, harass, offend, threaten, embarrass, or invade the privacy of any individual or entity, or violate any applicable law, regulation or rule.

## **You also agree to adhere to the following:**

- **You will use the Services only for appropriate, legal purposes, and in compliance with all applicable federal, state and local laws and regulations.**
- **You will obtain any and all necessary licenses, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation that govern your use of the Services.**
- **You will not use the Services in a manner that may cause emotional or physical harm to anyone, or to "stalk" or otherwise harass another person.**
- **You will not use the Services to seek information about or harm minors in any way.**
- **You will not use the Services to seek information about celebrities or public figures.**
- **You will not use the Service to promote or provide instructional information about illegal activities or promote physical harm or injury against any group or individual.**
- **You will not resell any of the information you obtain from the Services without our prior written consent.**
- **You will take reasonable steps to ensure that the information you receive from the Services is stored in a secure manner.**

**Legal Notices about your Searches.** The Company has not considered or assessed the specific risk that any convicted sex offender displayed on a search will commit another offense or the nature of any future crimes that may be committed. Only information on registered sex offenders allowed to be legally disclosed appears on a search. Some registered sex offenders are not subject to public disclosure, so that they are not included on the Search. State law does not allow offenses other than the crimes for which the convicted sex offender is required to register to be disclosed. Extreme care must be taken in the use of information in a search because mistaken identity may occur when relying solely upon name, age, and address to identify individuals. If you believe that any information in a search is in error, please contact a police or sheriff's department, or contact the Department of Justice by e-mail at [MegansLaw@doj.ca.gov](mailto:MegansLaw@doj.ca.gov). In some states, like California, it is illegal to use information obtained through public records to commit a crime against a registered sex offender or to engage in discrimination or harassment against a registered sex offender. Criminal misuse of this information subjects the person who misuses it to a sentence enhancement, in addition to the punishment for the crime committed. Civil misuse of this information may subject the person to civil damages and penalties pursuant to California Penal Code Section 290.4 (e) (3) (A).

## **SIMPLE BACKGROUND CHECKS SERVICES**

**Individual Searches.** You can use the Simple Background Checks Applications to search for basic criminal convictions and national database records about people.

**Limited Guarantee.** Most of the services accessible from Simple Background Checks Applications come with a limited guarantee; this means that if your search does not return any results, we may provide you with another search, at no additional cost to you, but will not refund your purchase. You acknowledge that the Services are provided "as is." You are paying for us to conduct a search on your behalf, not to return any particular result. Information is often obtained by third parties and the accuracy of the information cannot be guaranteed. Users should use extreme caution when interpreting search results. Some of the information provided in searches is based upon logic-based assumptions from information in our database compiled from public records regarding individuals' names, addresses, ages, last names and the dates which correspond to these names, addresses and ages. We may also provide you publicly available marriage and divorce records when you conduct a search using our Services. Positive or false matches based on our assumptions or records may not provide conclusive confirmation of an individual's status (marital or otherwise) – for example, there could be instances where the gender of the names coupled with statistics of common marriageable ages indicates a husband: wife relationship when it is in fact another relationship, such as brother: sister; this could be the result of the aforementioned logic-based results, which may not apply in all cases but which make the most sense based on ages, addresses shared, and dates shared. Therefore, we urge you to independently verify any information you gather from our Simple Background Checks Applications as a possibility exists that our search results could be inaccurate.

**Registration Obligations.** In consideration of your use of the Simple Background Checks Applications, you represent and agree that you are of legal age to form a binding contract and are not a person barred from receiving our services under the laws of the United States or other applicable jurisdiction and will provide true, accurate, current and complete information about yourself as prompted by Simple Background Checks Applications. Simple Background Checks reserves the right to deny, in its sole discretion, any user access to the Simple Background Checks Applications or Services without notice for any or no reason.

**Security of Username and Password.** You are entirely responsible for maintaining the confidentiality of your password and account for any Simple Background Checks Applications you interact with. Furthermore, you are entirely responsible for all activities that occur under your account. You agree to notify Simple Background Checks immediately of any unauthorized use or theft of your account(s) or any other breach of security (and to provide properly documented evidence as reasonably requested by Simple Background Checks). We will not be liable for any loss that you may incur because of someone else using your password or account, either with or without your knowledge. However, you will be liable

for losses incurred by Simple Background Checks or another party due to someone else using your account or password.

## **SERVICES PROVIDED BY SIMPLE BACKGROUND CHECKS**

**Modification to Services.** Simple Background Checks has the right to modify its Services at any time in its sole discretion. Your only right with respect to any dissatisfaction with any modifications made pursuant to this provision, or any policies or practices of Simple Background Checks in providing its Services is to stop using those Services.

**Accuracy of Data.** No representations, neither express nor implied, are made as to the validity of any data provided by Simple Background Checks. While Simple Background Checks has made every effort to supply you with current and valid data, there can be no guarantee as to any specific piece of data obtained by users of our Services. Our Service searches and gathers compilations of criminal and other records that are on public record. We do not make any representations that information available on public records is accurate. In addition, searches can be conducted with many variables and therefore we do not control the accuracy of any search conducted. In providing the Services Simple Background Checks is not rendering legal, private investigation or other professional services. If legal, investigative or other expert assistance is required, the services of a competent professional should be sought. You will use the Services in a manner consistent with any and all applicable laws and regulations. You will not use the information obtained from Simple Background Checks Applications or Services to harass, stalk, or otherwise contact in any unlawful manner any person whose information you obtained from this Simple Background Checks Applications or Service. You further agree not to provide any information obtained from this Simple Background Checks Applications or Services to any third party.

**Third Party Sites:** You may be able to access other websites or resources through links on the Simple Background Checks Applications. Because Simple Background Checks has no control over such sites and resources, you acknowledge and agree Simple Background Checks is not responsible for the availability of such external sites or resources, does not endorse, and is not responsible or liable for any content, advertising, products or other materials available from such sites or resources and is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or resources.

## **PROPRIETARY RIGHTS**

**Ownership of Content and Marks.** The Services, and all material published on or accessible through the Simple Background Checks Applications, including, but not limited to text, photographs, video, graphics, music, images, animations, audio, "applets" incorporated into the software data, sounds, messages, comments, ratings, and other materials on the Simple Background Checks Applications (together "Content") is owned by Simple Background Checks or its licensors, and is protected by laws governing copyrights, patents, trademarks, trade secrets and/or other proprietary rights. Simple Background Checks owns a copyright in the selection, coordination, arrangement and enhancement of such Content and a copyright in the Simple Background Checks Applications. All trademarks, service marks, trade names, and trade dress appearing on the Simple Background Checks Applications ("Marks"), are proprietary to Simple Background Checks. You agree not to copy, reproduce, publish, transmit, distribute, perform, sell, create derivative works of, or in any way exploit, any of the Marks, the Content, Simple Background Checks Applications or the Services, in whole or in part, without Simple Background Checks prior written consent. You acknowledge that you do not acquire any ownership rights in any Content downloaded from Simple Background Checks Applications. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Simple Background Checks without express written consent. You may not use any Meta tags or any other "hidden text" utilizing Simple Background Checks' name or Marks without the express written consent of Simple Background Checks. All right, title and interest in and to the Simple Background Checks Applications and Services is and will remain the exclusive property of Simple Background Checks and its licensors. In addition, any feedback, comments, ideas, concepts or suggestions ("Feedback") you may provide regarding the Simple Background Checks Applications or

Services is entirely voluntary, and we will be free to use such Feedback for any purpose whatsoever, in any media, throughout the world and in perpetuity, and without any compensation, attribution or other obligation to you.

**No Other License Granted.** Except for allowing you to use the Simple Background Checks Applications and Service for your personal use as set forth in the paragraph above, when you use the Simple Background Checks Applications or Service, you are not receiving a license or any other rights from Simple Background Checks, including intellectual property or other proprietary rights of Simple Background Checks. You understand that you have no rights to the Simple Background Checks Applications or Services or any other Simple Background Checks property except as indicated in these Terms.

## LEGAL NOTICES

**Disclaimer of Warranties.** YOU UNDERSTAND THAT YOUR USE OF THE SIMPLE BACKGROUND CHECKS APPLICATIONS AND SERVICES (INCLUDING ANY DOWNLOADS OR ANY LOSS OF DATA OR OTHER DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE YOU EXPERIENCE FROM USING SIMPLE BACKGROUND CHECKS APPLICATIONS AND SERVICES) IS AT YOUR SOLE RISK. YOU UNDERSTAND THAT THE SIMPLE BACKGROUND CHECKS APPLICATIONS AND SERVICES ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT SIMPLE BACKGROUND CHECKS MAKES NO WARRANTY THAT THE SIMPLE BACKGROUND CHECKS APPLICATIONS OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. YOU UNDERSTAND THAT SIMPLE BACKGROUND CHECKS DOES NOT WARRANT THAT THE RESULTS OBTAINED FROM YOUR USE OF THE SIMPLE BACKGROUND CHECKS APPLICATIONS OR SERVICES WILL MEET YOUR EXPECTATIONS. NO WARRANTY OF ANY KIND, WHETHER ORAL OR WRITTEN, CAN MODIFY THE TERMS OF THE DISCLAIMER SET FORTH IN THIS DOCUMENT. IF YOU ARE DISSATISFIED WITH ANY OF THE CONTENT CONTAINED IN THE SIMPLE BACKGROUND CHECKS APPLICATIONS OR SERVICES, OR WITH THE SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE SIMPLE BACKGROUND CHECKS APPLICATIONS AND SERVICES AND CANCEL THE SERVICES SUBJECT TO THE CANCELLATION POLICIES SET FORTH HEREIN. TO THE FULLEST EXTENT PERMITTED BY LAW, SIMPLE BACKGROUND CHECKS DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE SIMPLE BACKGROUND CHECKS APPLICATIONS AND SERVICES.

ALL CONTENT, PRODUCTS AND THIRD-PARTY SERVICES ON THE SIMPLE BACKGROUND CHECKS APPLICATIONS, OR OBTAINED FROM A WEBSITE TO WHICH THE SIMPLE BACKGROUND CHECKS APPLICATIONS ARE LINKED ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY. SIMPLE BACKGROUND CHECKS DOES NOT ENDORSE AND IS NOT RESPONSIBLE FOR THE MERCHANTABILITY OF ANY PRODUCT OR SERVICE ACCESSED FROM THE SIMPLE BACKGROUND CHECKS APPLICATIONS OR A LINKED SITE. OTHER THAN AS REQUIRED BY LAW, UNDER NO CIRCUMSTANCE WILL SIMPLE BACKGROUND CHECKS BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE SIMPLE BACKGROUND CHECKS APPLICATIONS OR A LINKED SITE, OR YOUR RELIANCE ON ANY PRODUCT OR SERVICE OBTAINED FROM THE SIMPLE BACKGROUND CHECKS APPLICATIONS OR A LINKED SITE.

**Liability Limitation.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SIMPLE BACKGROUND CHECKS OR ITS AFFILIATES BE LIABLE TO YOU (OR ANY THIRD PARTY MAKING CLAIMS THROUGH YOU) FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOSS OF USE, PROFITS, DATA, OR OTHER INTANGIBLES, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, UNAUTHORIZED ACCESS TO AND TAMPERING WITH YOUR

PERSONAL INFORMATION OR TRANSMISSIONS, ARISING OUT OF OR RELATED TO THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE, OR NON-PERFORMANCE OF THE SIMPLE BACKGROUND CHECKS APPLICATIONS OR THE SERVICES, EVEN IF SIMPLE BACKGROUND CHECKS HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE. UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. MOREOVER, UNDER NO CIRCUMSTANCES WILL WE, OUR LICENSORS OR LICENSEES, BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL. WE MAY CHANGE OR DELETE GOODS AND SERVICES AVAILABLE, CONTENT OR FEATURES OF OUR SERVICES IN ANY WAY, AT ANY TIME AND FOR ANY REASON OR NO REASON. IF ANY PART OF THESE WARRANTY DISCLAIMERS OR LIMITATIONS OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN SIMPLE BACKGROUND CHECKS'S AGGREGATE LIABILITY FOR ALL CLAIMS UNDER SUCH CIRCUMSTANCES FOR LIABILITIES SHALL NOT EXCEED THE GREATER OF THE AGGREGATE AMOUNT YOU PAID FOR YOUR SERVICES IN THE SIX MONTHS PRECEDING THE INCIDENT WHICH IS THE SUBJECT OF THE CLAIM OR \$50. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

**No liability for accumulated Content.** When using the Simple Background Checks Applications, you may accumulate content in your account that resides as data on our servers. This data, and any other data residing on our servers, may be deleted, in whole or in part, altered, moved or transferred at any time for any reason in Simple Background Checks' sole discretion with or without notice and with no liability of any kind. SIMPLE BACKGROUND CHECKS DOES NOT PROVIDE OR GUARANTEE, AND EXPRESSLY DISCLAIMS ANY VALUE, CASH OR OTHERWISE, ATTRIBUTED TO ANY DATA RESIDING ON SIMPLE BACKGROUND CHECKS'S SERVERS.

**Indemnity/Release.** You understand that you are personally responsible for your behavior while on the Simple Background Checks Applications or using the Services and agree to indemnify and hold Simple Background Checks, and its subsidiaries, affiliates, business partners, distributors, agents, representatives and other authorized users, and their respective officers, directors, employees, and agents (collectively, the "Indemnified Parties"), harmless from and against any loss, damage, liability, cost, or expense of any kind (including attorneys' fees) that the Indemnified Parties may incur in connection with any claim arising out of or related to your use of the Simple Background Checks Applications or Services or your violation of either these Terms, applicable law or the rights of any third party.

If you are a California resident and in connection with the foregoing release, you hereby waive California Civil Code Section 1542 (and any similar provision in any other jurisdiction) which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

## **GENERAL**

**Term and Termination.** This Agreement will remain in full force and effect while you use the Services. Simple Background Checks can suspend or terminate your access to the Simple Background Checks Applications or Services, in whole or in part, at any time, immediately and without notice. All terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination.

**Age Requirements.** The Simple Background Checks Applications are intended for general adult audiences

and you represent that you are over the age of 18 years of age and that you possess the legal right and ability to enter into this agreement and to use the Simple Background Checks Applications and Services in accordance with these Terms. If we have any reason to believe you are not 18 or older we may terminate your access to the Simple Background Checks Application and Services.

**Electronic Form/Communications.** By accessing the Simple Background Checks Applications or Services, you consent to having this agreement provided to you in electronic form and receiving communications from us electronically. We may communicate with you by postal mail, through contracts, e-mail or by posting notices on the Sites. You agree that all agreements, notices, disclosures, and other communications we provide to you electronically satisfy any legal requirements that such communications be in writing.

**Access to Services.** Simple Background Checks reserves the right to perform regular or planned or unplanned maintenance to our Services due to technology improvements or bugs, and you may or may not be notified of these changes before they occur. Simple Background Checks also reserves the right to change, modify, discontinue, suspend or abandon the Simple Background Checks Applications or any of the Services at any time for any reason with or without notice to you and that we will not be liable to you or any third party as a result of such termination, modification, discontinuance or abandonment.

**Availability and Use Outside of the United States.** The Simple Background Checks Applications and Services are controlled from facilities in the United States. Simple Background Checks makes no representations that the Simple Background Checks Applications or Services are appropriate or available for use in other locations. Those who access or use the Simple Background Checks Applications and/or Services from other jurisdictions do so at their own volition and are responsible for compliance with local law.

**No Third-Party Beneficiaries.** You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this Agreement.

**Updates to Terms.** Simple Background Checks reserves the right to update or change these Terms at any time by posting the most current version of the Terms on the Sites with a new Effective Date shown. All such changes in the Terms shall be effective from the Effective Date shown. Your continued use of the Simple Background Checks Applications after we post any changes to the Terms signifies your agreement to any such changes. If you do not agree to these Terms, you must discontinue using the Simple Background Checks Applications and/or Services. Note that specific terms or rules may apply to some services offered on the Sites or Simple Background Checks Applications, such as rules for particular promotions, applications or other features or activities. Any such terms are in addition to these Terms. In the event of any conflict or inconsistency between these Terms, our Privacy Policy, and any rules, restrictions, limitations, terms and/or conditions that may be posted at various points in the Simple Background Checks Applications or otherwise communicated to users of the Service, we shall determine which rules, restrictions, limitations, terms and/or conditions shall control and prevail in our sole discretion, and you specifically waive any right to challenge or dispute such determination.

## **RESOLUTION OF DISPUTES**

**Governing Law.** These Terms shall be governed by and construed in accordance with the laws of the State of California without application of conflict of laws rules.

**Resolution of any Dispute.** In the event a dispute arises between you and Simple Background Checks, we want to provide you with an efficient, neutral and cost-effective means of resolving the dispute. Most customer concerns can be resolved quickly by emailing us ([simplebc@c3intelligence.com](mailto:simplebc@c3intelligence.com)) or using our contact form located at [www.SimpleBackgroundChecks.com](http://www.SimpleBackgroundChecks.com). If, however, there is an issue that needs to be resolved, these Terms describe how both of us will proceed:

**Limitation of Legal Remedies.** INSTEAD OF SUING IN COURT, YOU AND COMPANY EACH AGREE TO ARBITRATE DISPUTES ON A BILATERAL (INDIVIDUAL) BASIS. You and Simple Background Checks agree

that any dispute, controversy or claim arising out of or relating to any aspect of our relationship; the Content accessible from Simple Background Checks Applications; claims that may arise after the termination of your Membership; and claims related to marketing efforts, including complaints concerning unsolicited text messages, emails, and telemarketing calls ("Claim(s)") which cannot be settled through the Customer Care Department refunding your payments in full, shall be resolved by one arbitrator through binding arbitration. This agreement to arbitrate is intended to be broadly interpreted. It includes Claims based in contract, tort, statute, fraud, misrepresentation or any other legal theory. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act, 9 U.S.C. 1, et seq., and judgment on the award may be entered in any court with jurisdiction.

**Class Action Waiver.** We each agree that each of us are waiving the right to a trial by jury and may bring claims against the other only in an individual capacity and not in a class action or representative proceeding. All arbitrations under these Terms shall be conducted on an individual (and not a class-wide) basis, and an arbitrator shall have no authority to award class-wide relief. You acknowledge and agree that these Terms specifically prohibit you from commencing any legal proceedings as a representative of others or joining in any arbitration proceedings brought by any other person ("class action waiver").

**Arbitration Procedures.** A party who intends to seek arbitration must first send to the other a written Notice of Dispute describing the nature and basis of the Claim and setting forth the specific relief sought. All Notices to Simple Background Checks shall be sent to the following address: C3 Intelligence Inc., d/b/a Simple Background Checks, 31355 Oak Crest Drive, Suite 210, Westlake Village CA 91361. All notices to Members will be sent to the email provided in the Member's Account. Upon receipt of such Notice, the other party shall have a sixty (60) day period in which it may satisfy the Claim against it by fully curing the Claim and/or providing all the relief requested in the Notice, and/or entering into a settlement to resolve the Claim to the mutual satisfaction of the parties. After the expiration of such sixty-day cure period, you or Simple Background Checks may commence an arbitration proceeding. The arbitration of any Claim under this Agreement shall be referred to the JAMS ("JAMS") under its rules and procedures, including the JAMS's Comprehensive Arbitration Rules. These rules and procedures are available by calling the JAMS or by visiting its web site at [www.jamsadr.com](http://www.jamsadr.com). For any non-frivolous claim that does not exceed \$10,000 Simple Background Checks will: (1) pay all costs of the arbitration; and (2) if you prefer will conduct the arbitration by telephone. Attorneys' fees are recoverable by the prevailing party.

**Choice of Law.** This arbitration agreement concerns a transaction in interstate commerce, and therefore shall be governed by the United States Federal Arbitration Act, 9 U.S.C. § 1 et seq. The FAA's provisions, not state law, govern all questions of whether a dispute is subject to arbitration.

**Venue.** The parties hereby irrevocably consent to the exclusive jurisdiction of the State of California and agree that any litigation arising out of this agreement, whether in arbitration or judicial proceedings, shall be conducted in Sacramento County, California.

**Exception.** Any claim or action for indemnification, contribution, interpleader or injunctive relief arising out of a Claim shall not be subject to arbitration.

**Survival.** This arbitration provision shall survive termination of this agreement and the closing of your account or membership.

**Severability.** If any provision of these Terms is declared or found to be unlawful, unenforceable or void, such provision will be ineffective only to the extent that it is found unlawful, unenforceable or void, and the remainder of the provision and all other provisions shall remain fully enforceable except that if for some reason this prohibition on class action waiver cannot be enforced, then this agreement to arbitrate will not apply.



## **MISCELLANEOUS**

These Terms and policies incorporated herein ("Policies"), are the entire agreement between you and Simple Background Checks. They supersede any and all prior or contemporaneous agreements between you and Simple Background Checks relating to your use of the Simple Background Checks Applications or the Services. Simple Background Checks may assign these Terms in whole or in part, at any time. If any part of these Terms, other than class action waiver as set forth above, is determined to be invalid or unenforceable, it will not impact any other provision of these Terms, all of which will remain in full force and effect. Headings in these Terms are for convenience of reference only and shall not affect the interpretation or construction of these Terms. The failure of Simple Background Checks to partially or fully exercise any rights or the waiver of Simple Background Checks of any breach of these Terms by you, shall not prevent a subsequent exercise of such right by Simple Background Checks or be deemed a waiver by Simple Background Checks of any subsequent breach by you of the same or any other term of these Terms. The rights and remedies of Simple Background Checks under these Terms, its Policies and any other applicable agreement between you and Simple Background Checks shall be cumulative, and the exercise of any such right or remedy shall not limit Simple Background Checks right to exercise any other right or remedy.

## **CONTACT US.**

Please contact us by email ([simplebc@c3intelligence.com](mailto:simplebc@c3intelligence.com)) with any questions or concerns. For additional information visit us at: [www.SimpleBackgroundChecks.com](http://www.SimpleBackgroundChecks.com)