

CONFIDENTIAL

PALLTECH USER AGREEMENT

This is an Agreement, dated _____, _____, 20_____, between Pallorium, Inc. (d.b.a. "PallTech"), a Texas corporation, hereinafter referred to as "Pallorium", and the following below listed person(s), and corporation or partnership, all of which below listed person(s) and corporation or partnership are hereinafter, jointly and severally, referred to as "User":

(NAME(S) and Social Security Numbers of all User(s) and/or Corporate Officer(s) :

- 1) _____,ssn: _____,
- 2) _____,ssn: _____,
- 3) _____,ssn: _____,
- 4) _____,ssn: _____,
- 5) _____,ssn: _____,

(all) signing personally, and also signing for and on the behalf of:

6) _____,
(name of corporation or partnership or assumed name or other business entity)

(Employer Identification Number or Taxpayer Identification Number : _____).

Office Address of User (7): _____.

Business Telephone Number of User: (8)_____.

Business License Number of User (photocopy attached) : (9)_____. (State:_____.)

Investigative or Security Agency License Number of User (photocopy attached) : (10)_____. (State:_____.)

01. User is requesting that Pallorium provide User with access to Pallorium'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 "Pallorium systems" or "Pallorium's systems".

02. User understands and agrees that this (User) Agreement shall govern and apply to any and all usage of and access to any Pallorium 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.

04. The receipt by User of passwords and/or any other information which will enable User to access any Pallorium 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 Pallorium 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 Pallorium to this User Agreement. User understands and agrees that revisions and/or modifications may be made by Pallorium 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 Pallorium 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 Pallorium 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 Pallorium's systems, including payment for said access and/or usage.

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07. User understands and agrees that all requests for, access to and usage of any information and/or Report obtained from / through any Pallorium 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 PALLORIUM 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 consumer credit reports must and will be in full compliance with the Federal Fair Credit Reporting Act, and with any and all Federal, State and local laws and regulations. USER SPECIFICALLY UNDERSTANDS AND AGREES THAT PALLORIUM'S SYSTEMS AND SERVICES ARE NOT TO BE USED FOR ANY ILLEGAL OR FRAUDULENT ACT, OR FOR HARASSMENT OF ANY KIND, AND THAT PALLORIUM RESERVES THE RIGHT, WITHOUT ADVANCE NOTICE TO USER OR THE CONSENT OF USER, TO IMMEDIATELY DISCONTINUE USER'S ACCESS TO PALLORIUM'S SYSTEMS AND SERVICES IN THE EVENT THAT PALLORIUM BELIEVES THAT USER'S ACCESS TO ANY PALLORIUM SYSTEM OR SERVICE IS BEING USED FOR ANY IMPROPER OR ILLEGAL PURPOSE.

08. USE OF ANY PALLORIUM SYSTEM OR SERVICE IS AT USER'S OWN RISK. User understands and agrees that Pallorium only provides its Users with access to information through Pallorium systems and services, which information is originated by independent databases and/or investigative sources and/or third-parties outside the control and supervision of Pallorium, and that said information is not verified or augmented by Pallorium, and that Pallorium cannot and does not warrant or guarantee the accuracy, completeness, timeliness, currentness, or merchantability or fitness for any purpose of any information, data or Report obtained or ordered from or through Pallorium, and that Pallorium and/or its officers, employees, agents, representatives, Users, 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 Pallorium 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 Pallorium 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 Pallorium systems and services explicitly understand and agree that Pallorium 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 Pallorium systems and services explicitly agree that they do not and will not hold Pallorium 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 Pallorium system or service, and that the entire risk of using or acting upon any information obtained from or through any Pallorium system, including the entire cost of any and all necessary remedies, is with those who choose to use Pallorium system(s) and act on any such information.

09. USER AGREES THAT UNDER NO CIRCUMSTANCES WILL PALLORIUM OR IT'S 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 PALLORIUM SYSTEM OR SERVICE including, but not limited to, any damage suffered as a result of interruption of service, delays in message or information delivery, nondeliveries 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 non-performance 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 Pallorium systems and services. User agrees that the maximum amount that Pallorium 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 Pallorium 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 Pallorium system or service. USER AGREES THAT IN NO EVENT SHALL PALLORIUM 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 Pallorium, 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 Pallorium may obtain, provide or transmit at User's request, or for any activity which Pallorium 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 Pallorium 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 Pallorium, or its officers, employees, agents, representatives, affiliated companies or entities, suppliers, database providers, independent contractors, etc. based upon any use by User of any Pallorium system or service and/or based upon any use by User of any information obtained from / though any Pallorium system or service.

11. User hereby acknowledges and agrees that no Electronic Mail, computer operated, Internet or Telecopier (facsimile) transmission System can guarantee the privacy or confidentiality of any communication or transmission and that Pallorium does not guarantee or promise that User's messages or communications will be held or kept absolutely confidential or private, and that Pallorium assumes no responsibility for the confidentiality, privacy, accuracy, timeliness or completeness of any electronic or facsimile transmission sent through any Pallorium system or service.

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12. User understands and agrees that no Pallorium system or service may be used for the transmission of any message, investigative request 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 Pallorium 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 Pallorium can not and does not guarantee, or make any representations regarding the fitness, accuracy or legality of any information posted on or accessible through any Pallorium system, service or BBS.

14. User understands and agrees that all messages, files and reports transmitted to User or by User via any Pallorium system or service may be permanently erased and / or purged after thirty (30) days have elapsed from the date of transmission.

15. COPYRIGHT NOTICE. User understands and agrees that all contents of all Pallorium systems and/or services and/or transmissions are copyrighted by Pallorium, 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 Pallorium service or system, and/or obtained in any way through Pallorium 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 Pallorium, 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 Pallorium, 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 Pallorium and PallTech transmissions and communications, both electronic and written. User is hereby informed that reprinting or use of any Pallorium, PallTech, Diogenes or ISSI names, logos, phrases, service agreements, user agreements, manuals and/or written materials without the express written permission of Pallorium may be a violation of copyright, trademark and service mark laws. User agrees that any data or information placed on any Pallorium system or service by User may be copied, edited, reproduced or published by Pallorium.

16. User understands and agrees that User may not use any Pallorium system or service for advertising or solicitation of any kind without the express written permission of Pallorium, and that solicitation or advertisement on any Pallorium 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 Pallorium systems.

17. DEPOSIT AND USAGE FEES. In order that the User be provided with the use of Pallorium's systems and services, the User agrees to pay at this time a non-refundable account activation charge of: _____ U.S. dollars (\$_____), and also hereby places on deposit with Pallorium, Inc., a non-refundable deposit in the amount of: _____ U.S. dollars (\$_____), to be applied whenever Pallorium deems appropriate against User's invoices and charges, or to be held as security and/or final invoice payment. User understands and agrees that Pallorium 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 Pallorium 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 Pallorium 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 Pallorium'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 Pallorium 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 Pallorium 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 within thirty (30) days of the invoice date, which date shall appear on the invoice. User understands and agrees that the primary method of transmission of all invoices and/or Statement(s) of Charges by Pallorium to the User will be via electronic mail for online / electronic access Users, and via U.S. Postal Service regular mail to all other Users. User agrees to pay all invoices with a money order payable in U.S. dollars, or with a draft or check drawn on a bank in the United States and payable in U.S. dollars or by placing on file with Pallorium a Credit Card Authorization. User understands and agrees that Pallorium 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 Pallorium accepting any such payments does not indicate Pallorium's willingness to change this Agreement in any way.

19. USER UNDERSTANDS AND AGREES THAT PALLORIUM 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 PALLORIUM 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 Pallorium 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 Pallorium 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.

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20. User understands and agrees that should any sums of money payable to Pallorium pursuant to this agreement not be paid by User, thereby creating a need for Pallorium to incur any legal or collection or other expense in connection with Pallorium's efforts to collect these monies due, then User must reimburse Pallorium 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 Pallorium must expend to collect these monies. Pallorium's rate for corporate officer's and employees billable time is \$250.00-USD/hour. User also understands and agrees that User must reimburse Pallorium in full for any and all legal fees which Pallorium or its officers, employees, agents, representatives, affiliated companies or entities, suppliers, database providers, independent contractors, etc. may be required to pay should Pallorium 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 Pallorium agreeing to provide User with access to any Pallorium system or service. User understands and agrees that all legal fees incurred by Pallorium 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 Pallorium's written request.

21. User further understands and agrees that all unpaid balances of monies payable to Pallorium 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 performable and enforceable in either: a) the County of Kerr, the State of Texas, or b) the County of Kings, the State of New York, solely at the option of Pallorium, and regardless of whether or not User has established contacts within the State of Texas or the State of New York. User further agrees that any claims or legal action against Pallorium or related to Pallorium must be instituted within one (1) year after the claim or cause of action has arisen, or be barred, and must be filed in Kerr County, Texas, USA.

23. This Agreement is not assignable by User without the prior written consent of a corporate officer of Pallorium, 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 Pallorium may cancel this agreement and terminate User's access to any or all Pallorium systems and services, for any reason that Pallorium sees fit, without advance notice to User. Notwithstanding any other provision hereof regarding termination or suspension of this User Agreement by Pallorium, Pallorium may, at any time and without prior notice, discontinue all service, or any portion of services, to User if Pallorium 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 Pallorium shall be sent to: PALLORIUM, INC., c/o Post Office Box (P.O.B.) 155, Midwood Station, Brooklyn, N.Y. 11230, U.S.A., via U.S. Postal Service mail only. All notices, correspondence and invoices from Pallorium 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 Pallorium does not guarantee that access to Pallorium'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.

The four (4) pages of this agreement constitutes the complete agreement between Pallorium and User, and may be modified only in writing, and any such modification must be signed by a corporate officer of Pallorium, Inc.

AUTHORIZED USERS:

_____, _____
(User #1, signing personally) (date)

_____, _____
(for: Pallorium, Inc.) (date)
(CORPORATE OFFICER ONLY)

_____, _____
(User #2, signing personally) (date)

_____, _____
(User #3, signing personally) (date)

(PLEASE DO NOT WRITE IN THIS SPACE)

_____, _____
(User #4, signing personally) (date)

() A () D BY _____ DATE _____

AN _____

_____, _____
(User #5, signing personally) (date)

PW _____

AND:

PI 1 _____ PI 2 _____

_____, _____
(authorized partner or corporate officer) (date)

PI 3 _____ PI 4 _____

(FOR OFFICE USE ONLY)

(signing also on behalf of: _____.)

(USER CORPORATION / PARTNERSHIP)