

NACM OF ARIZONA

Date _____

I. Service Agreement

Member # _____

LEGAL COMPANY NAME _____

PHONE # _____

DBA _____

FAX # _____

STREET ADDRESS _____

ZIP CODE _____

MAILING ADDRESS _____

ZIP CODE _____

NATURE OF BUSINESS OR PRODUCTS _____

SIC CODE _____

AUTHORIZED REPRESENTATIVE _____

TITLE _____

OWNER OR CHIEF FINANCIAL OFFICER _____

TITLE _____

E-MAIL ADDRESS _____

PASSWORD _____

The undersigned, their agents and assigns, agree to abide by the rules and regulations of NACM of Arizona, Inc. (NACM). Membership shall become effective when accepted and approved and shall be for a period of one year to be renewed automatically thereafter from year to year at the current prices, subject to the members right of resignation by service of written notice not less than thirty days (30) prior to the end of a billing cycle. Unless base fees are paid annually in advance, prices are subject to change by NACM. Any fees paid in advance are not refundable.

The undersigned understands the confidentiality of the information he will receive from NACM and acknowledges that this membership may be revoked for misuse of any credit information received from any NACM related source. All credit information received is for authorized credit personnel only. It is not to be used for sales prospecting and it should not be communicated to any report subject, non-member firm or any other party. NACM agrees to fulfill all request for credit information promptly and to the best of its ability. It is understood that the accuracy of the information furnished to members is not guaranteed. The information is gathered in good faith and sent to members as a confidential communication without liability in procuring, collecting or transcribing, communicating or failing to communicate the information gathered.

The undersigned agrees to hold NACM and all its agents harmless from all liability and expense incurred from the publishing or other disclosure of credit information by the member, their employees or agents.

The undersigned agrees to contribute by magnetic tape, disk or paper media, a complete report of their total accounts receivable information at least once every ninety (90) days to NACM in conjunction with the accompanying security agreement and substantiate, if requested, any information contributed by them. This information must be submitted within two (2) weeks of the signing of this contract and continue in ninety (90) day increments thereafter or non-contributor prices go into effect immediately.

OPTION: _____ New Member Registration Fee \$ _____

NACM Report Units _____ Per Year \$ _____ Per Year Additional Units \$ _____ Each

INDUSTRY GROUPS : \$ _____ Discussion List \$ _____ Past Due Book

Industry Group(s) Joining _____

NACM National Annual Membership Fee \$54.50 ____ Yes ____ No

GRAND TOTAL \$ _____

II. SECURITY AGREEMENT FOR USE OF CREDIT GRANTOR ACCOUNTS RECEIVABLE DATA

The Credit Grantor named below ("Credit Grantor") agrees to furnish accounts receivable data to NACM of Arizona, Inc. (NACM) and NACM agrees to receive such data under the following terms and conditions:

1. Any data processing tapes or other media containing the then-current account status and ledger history of Credit Grantor's customers which may be delivered to NACM will remain the sole and exclusive property of Credit Grantor.
2. Such tapes or other media so furnished will be used for NACM's business credit information reporting purposes which include, but may not be limited to, establishing, maintaining, or updating records of credit information with respect to those customers whose account and ledger histories are reflected in such tapes or other media.
3. The information contained in such tapes or other media will be integrated into NACM's system of master records.
4. NACM will not sell, give, loan or otherwise furnish to anyone, other than legitimate credit reporting agencies, such tapes or other media or lists of customers names and other information contained therein, without the written approval of the Credit Grantor.
5. Credit Grantor will use its best efforts to furnish accurate and reliable information to NACM but it is understood and agreed that the Credit Grantor does not represent or warrant the accuracy or completeness of the information supplied via such as tapes or other media.
6. NACM will provide adequate security measures to insure that only authorized personnel will have access to Credit Grantor's tape or other media.
7. If information is supplied on tape or disk, Credit Grantor will make every effort to provide its tapes or disks in the published industry standard format needed to integrate their information into the system.
8. This agreement may be terminated by Credit Grantor or NACM on 30 days prior written notice to the other party hereto.
9. Data to be provided by: A) Tape ____ B) Disk ____ C) Email ____

2. Combined with addresses _____

3. Separate from addresses _____

4. Name of contact _____

III. SPECIAL SERVICE AGREEMENT FOR CONSUMER CREDIT REPORTS

THIS AGREEMENT, between NACM of Arizona, Inc., (NACM), and the undersigned subscriber to its Credit Reporting Department, covers the permissible uses of consumer credit information obtained through NACM.

1. **SERVICE.** NACM shall furnish MEMBER upon request consumer credit data, but only in the event MEMBER certifies and agrees that the requested consumer credit data arises out of a legitimate business need and shall be used solely in business credit transactions. This certification shall become part of the member's file at NACM. NACM, acting as the member's agent, will relay any and all information received from a consumer database in its entirety. NACM shall exercise reasonable care to furnish accurate and reliable data from a consumer data base, but shall not guarantee the correctness or completeness of any data.
2. **CHARGE TO MEMBER.** Consumer credit reports will be charged at the prevailing rate on the NACM price schedule.
3. **MEMBER USE LIMITATION.** MEMBER hereby certifies and agrees that its request for consumer credit information arises out of legitimate business need and that the credit data received through NACM will be used solely in connection with a business credit transaction involving the entity as to whom a credit profile is sought, and MEMBER further certifies and agrees that consumer credit data which is sought and received shall be held in strictest confidence. In the event there is a change in federal and/or state laws governing this area of reporting, MEMBER agrees to sign an amended agreement if it desires to continue receiving consumer reports.
4. **LIMITATION.** MEMBER will not order reports for "employee purposes" through the method provided for in this Agreement.
5. **REFUSAL OF SERVICE.** NACM reserves the right to refuse "Consumer Credit Report" services to any member of NACM who violates the Associations established rules or procedures or any provision of Public Law 91 - 508, known as the Fair Credit Reporting Act and other applicable laws.
6. **NON-DISCLOSURE.** MEMBER agrees not to disclose, under any circumstances, to the subject of the credit report, or any other party, any credit information received through NACM.
7. **TERM.** This Agreement shall continue in effect until either party gives the other party written notice of termination.
8. **INDEMNIFICATION.** MEMBER shall indemnify, defend and hold NACM harmless from and against any and all costs and liabilities which may be asserted against NACM as a result of the improper use by MEMBER, or any violation of the provisions of the Agreement by MEMBER.
9. **APPLICABLE LAW.** This Agreement shall be interpreted in accordance with the laws of the State of Arizona.

In witness whereof, NACM and MEMBER have caused this Agreement to be executed by their duly authorized representatives as of the date below written.

IV. TERMS OF THIS AGREEMENT

It is understood that additional services may be purchased from NACM, and they will be charged to your account monthly. Services will be billed at the current prices, and are due upon receipt of statement.

In the event NACM retains an attorney to enforce any of the obligations of the undersigned, the undersigned agrees to pay reasonable attorney's fees and court costs.

The undersigned agrees to waive venue in the event NACM brings legal action to enforce this agreement and consents to NACM bringing such action in Maricopa County, Arizona

In connection herewith, the undersigned, acknowledges receiving statement describing the services available to subscribers and current price schedules. This encompasses the entire agreement and any changes must be made in writing and signed and agreed to by the respective parties.

PRICING, UPON RENEWAL, WILL BE AT PREVAILING RATES.

Accepted by Member

Dated _____

Firm Name _____

Representative _____

Title _____

Signature _____

Credit Group Representative _____

Accepted by NACM of Arizona, Inc.

Dated _____

By _____

Title _____

Salesperson's Signature _____

PD CK # _____ BILL DATE _____ AMT _____

Credit Card Information

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone / Fax: _____

Email: _____

Name on Credit Card: _____

Credit Card Type: Visa MC AmerXpress Discovery Other _____

Credit Card Number: _____ Expiration Date: _____

Information/Comments: (paying for – membership dues, group dues, etc.)
