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M-F: 9am-4pm PT

Terms and Conditions

Terms & Conditions:

BestPeopleSearch.com Agreement

This agreement sets forth the terms and conditions under which the website known as BestPeopleSearch.com may be used. Please read all the information contained in this agreement. Use of this service is expressly contingent upon agreement to the terms and conditions set forth herein.

DEFINITIONS:

Customer: You, your affiliate, subsidiaries, dba's, shareholders, directors, predecessors, successors, assigns agents, attorneys, employees, and representatives of every nature.

IEI: Intelligent e-Commerce, Inc., BestPeopleSearch.com and or any of its affiliates, subsidiaries, dba's, shareholders, directors, predecessors, successors, assigns, agents, attorneys, employees, and representatives of every nature.

Third Parties: A person or entity that is not a party to this contract, but has an involvement (such as, but not limited to, one who is a buyer from or seller to one of the parties to this agreement, otherwise provides services or is the subject of or a relation to any subject(s) of any information request).

Data: For the purpose of this agreement, data is defined as any address, phone number, DMV information, and/or Social Security Number information provided to me by IEI, which will allow me direct or indirect (through a third party) contact with the party sought if so intended. IEI cannot and does not make any guarantee as to the results of any search. IEI can only conduct its search based upon the information and criteria provided by me.

GENERALLY

Upon submission of my search request to BestPeopleSearch.com, I ("Customer") understand, acknowledge and agree that I have retained the services of Intelligent e-Commerce, Inc. (hereinafter "**IEI**") for the purpose of researching my request for the applicable fee. I understand that IEI is merely a conduit between those desiring information and those who provide it. I understand that IEI will not review the information that I provide for accuracy or for any other reason. Customer understands and agrees that the fee paid to IEI by customer is paid by Customer for the time and labor expended by Third Parties in researching and locating the information and not for the information itself.

NO LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES

I understand that IEI does not provide the investigation services required to provide the information requested by me and only passes the exact information provided to third party investigation services who then conduct whatever research they deem appropriate in their sole discretion. Customer acknowledges and agrees that IEI has no control over how or by what means the information provided was acquired and customer expressly releases, indemnifies and agreed to hold harmless and defend IEI. Customer agrees that he/she shall not seek to hold IEI liable under any circumstances for information sought, information provided or methods used to acquire it.

CONFIDENTIALITY OF DATA

Although **IEI** will use all reasonable efforts to safeguard the confidentiality of your Data, transmissions made by means of the Internet cannot be made absolutely secure and I understand and accept this as potential outcome. **IEI** will have no liability for disclosure of Data for any reason including but not limited to errors in transmission or unauthorized acts of third parties.

DISCLAIMER AND LIMITS

The information from or through the site is provided "as available," and all warranties, express or implied, are disclaimed (including but not limited to the disclaimer of any implied warranties of merchantability and fitness for a particular purpose). The information and services may contain bugs, errors, problems, inaccuracies or other limitations. IEI, and its affiliated parties, have no liability whatsoever for your use of any information or service. In particular, but not as a limitation thereof, IEI and its affiliated parties are not liable for any indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, litigation, or the like), whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if advised of the possibility of such damages.

The negations of damages set forth above are fundamental elements of the basis of the bargain between IEI and you. This site and the information would not be provided without such limitations. No advice or information, whether oral or written, obtained by you from IEI through the site shall create any warranty, representation or guarantee not expressly stated in this agreement. IEI's maximum liability to you under all circumstances will be equal to the purchase price you pay for any goods, services or information.

IEI COMMITMENT TO CUSTOMER SERVICE

IEI does hereby guarantee that they will successfully locate data for the search you are seeking within 30 days (Most searches only take 1 - 5 business days). Should IEI fail to provide data for the information you are seeking, IEI will promptly refund payment to my credit card and/or refund payment via first class mail if payment is made to IEI by check. I understand that IEI will not disclose contact data to me until I have paid the applicable fee to IEI. IEI further guarantees that they will refund my fee in full within 30 days based upon the "No Information, No Charge" policy for applicable searches. Although service fees change from time to time, your fee for the requested service is guaranteed upon submission of your request.

CUSTOMER SERVICE FOR INACCURATE DATA

Should a search return data that is later to be found inaccurate, Customer understands that IEI at its sole cost and discretion will recheck the search, however, customer must provide proof to IEI that they have made a diligent attempt to utilize original information provided. This proof must be submitted to IEI within 30 days after data is provided, and must include returned first class mail which was properly mailed to the address(es) provided (for searches where an address was provided), and a written account of what took place during attempts to any and all telephone numbers provided.

I understand that IEI can only seek information based upon the data that I supply. Requests based upon inaccurate, incomplete, false, or erroneous information, or if my search request involves any individual or "missing person" who is believed to be, or suspected to be homeless, institutionalized, incarcerated, deceased, is suspected to have changed their identity, has been known to use or is suspected to be using more than one identity and/or Social Security number or have intentionally fled from an abusive relationship or to avoid possible criminal prosecution, or are fugitives from the law will likely prove difficult or impossible to provide.

I understand that I WILL BE CHARGED if the data I am seeking involves a person or persons with a common name (or is a JR. or Sr.) and I AM NOT able to provide AT LEAST one of the following pieces of information: a) an accurate date of birth; b) an accurate social security number; c) an accurate drivers license number; d) a recent residence address (within the past 10 years); e) vehicle license plate number within the past 10 years or; f) accurate name of spouse.

NEW CUSTOMER VERIFICATION PROCESS

Any Customer who has never done business with IEI prior to placing an order shall be considered a "New Customer." All New Customers expressly agree to provide a phone number where they can be contacted in order for IEI to confirm the order, payment provisions and the identify of the Customer.

CUSTOMER GUARANTEE TO IEI

I do hereby guarantee to IEI, that my request for information does not violate any Federal, State or Local laws including, but not limited to, the privacy rights of private parties and the Fair Credit Reporting Act. I guarantee that visitation to any IEI website or placing of a search request is not for the purpose of entrapment, a sting operation, or pursuit of IEI, its employees, vendors, clients, affiliates nor officers. I further guarantee that I have submitted valid credit card information in order to pay such fee and not that of any other party with or without their knowledge or approval, or will immediately (or as otherwise agreed to in writing) mail such payment in full to the office of IEI if I have been approved for billing terms. I understand that upon receipt of my valid credit card information or a check or money order for the applicable fee, IEI sends the information I provide to a third party in order to fulfill my request and that this third party will conduct the search I request.

CANCELLATION POLICY

I the customer understand that orders are assigned to private investigators immediately upon submission and therefore, I will have no opportunity to cancel, reconsider or otherwise state a reason why this charge should not be processed and my credit card charged immediately.

The only grounds upon which a refund will be granted to the Customer by IEI are if the information requested cannot be found. Customer dissatisfaction with the quality, quantity of accuracy of information provided is not grounds to obtain a refund from IEI or the Customer's Credit Card Provider.

Customer agrees to waive its right to contest the validity of IEI charges based upon any grounds except that IEI provided absolutely no information to Customer. Customer agrees that Customer will not contest charges made by IEI to Customer's

Credit Card which has been authorized by Customer. In the event that Customer violates this agreement and does so contest authorized credit card charges, Customer will be liable to IEI for the full amount owed plus interest compounded daily at a rate of 10%, and all fees and costs associated with collecting payment from Customer.

Buyer understands that returned checks and disputed credit card transactions for valid searches will be charged an additional \$25.00 fee.

Buyer hereby fully acknowledges, agrees and gives consent to all terms and conditions as amended by IEI from time to time.

VALID AND LEGAL PURPOSE

I also do hereby faithfully pledge, that my desire to locate the data or individual described above in no way involves any intention on my part to harm, to cause harm, to harass, to stalk (as described by applicable laws), or to otherwise take any illegal or proscribed action against any person or entity. Should I become suspect to any illegal action against the party whose information I seek, I do hereby give my full consent to **IEI** to disclose any and all information about me, and about this transaction to the proper authorities and hereby expressly waive and right or claim to privacy.

I do hereby agree that information obtained through **IEI** will only be used for the purpose of: 1) a commonly recognized business use whereby the business for which you seek the information has a preexisting business relationship with the subject of the inquiry; or 2) a use which will clearly cause no emotional, physical or financial harm to any person or company, organization or third party which is subject to the inquiry; or 3) a use that is relevant to the subject matter of a documented civil or criminal action.

INDEMNIFICATION

I agree to indemnify **IEI** and its suppliers, employees, officers and share holders for all damages, claims, or losses suffered by **IEI** as a result of possible claims by third parties relating to use of the data provided by **IEI** and requested by me. I hereby warrant that all my requested searches are legal and proper in my own jurisdiction, as well as that of **IEI**'s jurisdiction, and complies with all applicable laws (local and state) and that, in the event that, any claim is asserted in any way against **IEI** that I will immediately indemnify, defend and hold harmless **IEI** from any and all liability (including actual attorney's fees). Further, I agree that if litigation should arise involving **IEI** in any way that I will indemnify, defend and hold harmless **IEI** from any all actual legal fees.

ACCURACY OF INFORMATION PROVIDED BY CUSTOMER TO IEI AND FROM IEI TO CUSTOMER

No refunds, exchanges, or credit will be given to any customer unless **IEI** fails to provide information on a legal request, in accordance with this agreement. Customer is solely responsible for accurately filling out order form and selecting appropriate search request. **IEI** cannot be held responsible for typos or mistakes given in the ordering information entered by customer. Because all orders are processed immediately, no cancellations allowed or accepted once an order has been submitted.

Customer further understands and agrees that **IEI** cannot and does not guarantee the accuracy of the information provided in response to a Customer request. **IEI**'s commitment to Customer is to provide the information its Third Party contractor's locate. **IEI** will pass along to Customer any and all information received from its Third Party contractors. **IEI** makes no representation that the information provided is current or otherwise accurate. In no event shall **IEI** be obligated to refund all or any portion of a payment received from Customer based upon the any assertion of inaccuracy of the data provided. **IEI** will supply to Customer at the time received and in the same condition it is received. **IEI** will not check the information for accuracy or otherwise endeavor to verify any part of the information provided to it by its Third Party contractors.

REPRESENTATIONS BY CUSTOMER

VENUE

This agreement and its interpretation shall be governed by the laws of the State of California. Should a conflict arise concerning anything related to this contract, I hereby expressly consent to venue in the State of California. **SEVERABILITY & INTEGRATION** This Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America, as if performed wholly within the state and without giving effect to the principles of conflict of law. If any portion hereof is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement constitutes the entire Agreement between the parties with respect to the use of the Software.

ENTIRE AGREEMENT

This Agreement, as amended, sets forth the entire understanding and agreement between the parties regarding the subject matter herein and supersedes any prior or contemporaneous oral or written agreements or representations, except that access to and use of Third Party services may be governed by terms and conditions different than or in addition to those herein.

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Questions?

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