

## TERMS & CONDITIONS

**The following terms and conditions apply to all services requested of FLN.**

- Fee Schedules.** Customer acknowledges receipt and review of FLSS standard fee schedules as modified from time to time. Additional schedules will be supplied to customer at any time upon request. Customer accepts and acknowledges all invoices and statements as correct unless notice is given to FLSS within fifteen (15) days of presentation.
- Payment Terms.** All invoices are due and payable upon presentation. Statements are generally issued semi-monthly. ALL fees and charges are based upon prompt payment. A service charge/price adjustment in an amount equal to 0.75% per semi-monthly period, including unpaid service charge/price adjustments, FLSS reserves the right to (i) defer imposing such service charge/price adjustments at any time and from time with respect to any or all amounts due and any such waiver shall not constitute waiver or FLSS's right to impose such charges at any other time or with respect to any other amounts due. Failure to include such charges of any statement(s) shall be considered as a deferral and not as a waiver of such charges, regardless of the length of deferral or number of statements. Waiver of such charges will be made in writing only.
- Limitation of Liability.** In the event of any failure of FLSS to properly or timely perform instructions given, FLSS's responsibility shall be limited to correcting any defects in performance or redoing the assignment. FLSS's liability for any direct economic damage incurred as a result of any breach, failure, act or omission of FLSS, its employees, subcontractors or agents in connection with services performed shall not exceed the greater of (i) elimination or reimbursement of that portion of any FLSS charges of the services improperly or not performed or (ii) per invoice, whether or not such damages result from the negligence of FLSS, its employees, subcontractors or agents. Under no circumstances shall FLSS be liable for incidental or consequential damages, lost profits or loss of income, regardless of the amount, cause or foreseeability therefore. Any waiver of this limitation by FLSS at any time with respect to any claim shall not constitute a waiver of such limitation at any other or with respect to any other asserted claim.
- Attorneys' Fees.** In the event legal action is necessary to collect any or all amounts due FLSS for services rendered, the prevailing party shall be entitled to reasonable attorney's fees and costs to be paid by the losing party.
- Investigations and Service of Process License.** In the states of CA and AZ all investigative services are provided by and invoiced through First Legal Investigations, a member company of the First Legal Network, CA PI #: 24171 and AZ PI #: 1551710. For the state of Nevada, both Investigations and Service of Process are provided by and invoiced through First Legal Investigations, a member company of the First Legal Network, under NV PI-PS #: 1452.