

KJ3 SERVICES LLC
PO BOX 3962
SAN ANGELO, TX 76902
888-690-5444
FAX 833-817-9990

TERMS AND CONDITIONS NOTICE

A CONTRACT between the Submitting Party and KJ3 SERVICES is formed upon receipt of a REQUEST TRACE FORM by KJ3 SERVICES. The Terms and Conditions of the Contract are set out and governed by the Terms and Conditions and Fee Schedule. Any Request received is assumed to have been submitted under the authority and supervision of the principal of the Submitting Party. Submission of a Request signifies agreement to all Terms and Conditions of the Contract.

RIGHT TO AMEND

KJ3 SERVICES may amend these Terms and Conditions at any time by posting an amended version on its website. Any prior version of the Terms and Conditions is superseded and replaced by the most recent publication of these Terms and Conditions.

LEGAL FORUM

THE TERMS AND CONDITIONS of this Contract shall be construed, interpreted and enforced in accordance with the applicable laws of the State of Texas. If any legal action is necessary to enforce the Terms and Conditions of the Contract, the parties agree that the jurisdiction and venue for bringing such action shall be in the appropriate court in Tom Green County, Texas. The requester agrees to accept service of any action to enforce the Terms and Conditions of the Contract via email or United States Postal Service. The prevailing party in any action to enforce the Terms and Conditions of the Contract shall collect all reasonable costs and expenses incurred in such action, including, but not limited to, attorney's fees.

DEFINITIONS

INSURER shall be defined as the Carrier, Agent, Broker or a Defendant who is found to be Self Insured.

DATE OF LOSS shall be defined as the date provided on the Request Form. However, if a loss period is given, then the loss date shall be defined as any date during the reported loss period.

POLICY EXISTENCE/IDENTIFYING THE INSURER shall be defined as providing the Submitting Party with a name, address and telephone number of the Insurer insuring the named Defendant on the loss date specified. Should the Insurer no longer be in business, KJ3 SERVICES will report the Insurer name and last known address on record when their business operations ceased.

CANCELLATION shall be defined as the termination or cancellation of any Request at any point following receipt of the Request.

PROCEDURE

REQUEST TRACE FORMS should be transmitted only one time and via only one means (E.g. email, fax, mail, etc.). Each Request received is assigned a unique case number and will be processed and billed individually. It is the Submitting Party's responsibility to ensure that duplicative or substantially similar Requests are not submitted. KJ3 SERVICES does not verify that each Request submitted is unique. Disputes of fees resultant of duplicative Requests will not be entertained.

SEARCHES ARE PERFORMED under the Defendant name(s) only. Policies found may or may not cover the target vehicle or property owned/operated by the Defendant. The Submitting Party will be invoiced in accordance with the Fee Schedule.

STANDARD TURNAROUND time for research is approximately fifteen (15) business days. All results will be sent to the Submitting Party immediately upon completion of our research with the associated invoice.

WHEN REQUESTING THE POLICY LIMITS TRACE of an established policy, the Submitting Party must include the policy number and/or claim number and ANY correspondence from the Insurance Carrier.

FEES & BILLING

UMBRELLA If requesting Umbrella Only, please include name of Primary Carrier, Policy Number, and Policy Limits. You will be billed for Umbrella Policy Number and Limits if found with the same carrier. If Umbrella Policy is found with a different carrier other than the Primary Carrier, the ID Carrier Fee will also apply.)

PAYMENT TERMS are net fifteen (15) days. The fifteen (15) days begins from the date the report and invoice are produced by KJ3 SERVICES. Invoices not paid within twenty (20) days are subject to a ten dollar (\$10) penalty. Invoices not paid within ninety (90) days may result in collections actions and the pursuit of legal remedies that may be available. PAYMENT of invoices/fees is accepted via check, money order, or through the Quickbooks invoice. IN SITUATIONS WHERE INCOMPLETE OR INACCURATE information has been provided to KJ3 SERVICES with submission of the Request, KJ3 SERVICES will do its best to notify the Requesting Party of any additional fees that may become applicable as a result. FEES QUOTED on the Request Form and Fee Schedule are per policy researched and will apply where a policy or a Self Insurer fails to provide coverage, for any reason (i.e. policy exclusions); unless the reported policy or Self Insurance was not in effect on the date of loss.

SHOULD ONLY PART OF THE INFORMATION REQUESTED BE OBTAINED, the invoice will only be for that portion of the Request. (i.e. the Request is to identify the policy existence, policy number and policy limits. However, if only the Insurer is identified, the invoice will be for only the portion of information provided.)

THERE IS NEVER A CHARGE if policy limits cannot be identified on the date of loss. However, when only a policy limits search is requested, KJ3 SERVICES assumes that the Requesting Party has already confirmed that the policy was in effect on the date of loss. Policy limits will be reported as they were on the date of loss. If the policy is found to have not been in effect, the policy limits will be reported as ZERO (0). Fees will apply regardless. The only time there will not be an invoice for a LIMITS ONLY search, is if KJ3 SERVICES is unable to obtain the limits of the policy that was indeed in effect on the date of loss.

ALL RUSH requests are placed ahead of all NON RUSH requests, however, the a 3-5 DAY RUSH fee is waived when the Requested information is not obtained or if the research has taken in excess of five(5) business days. 24 HOUR Rush requests are typically completed within 24 hours and cannot be canceled. RUSH fees are charged per Defendant.

CANCELLATION of a submitted Request will result in a \$100 Cancellation fee. Cancellations or any changes to the initial Request must be made in writing. Verbal Requests cannot be accepted.

TO AVOID BEING INVOICED for policies already known to exist, please indicate the policy information on the Request Form when submitting your Request. KJ3 SERVICES has no way of knowing what policy(s), if any, the Requesting Party is aware of, unless they are made known at the time of the Request submission. Policies noted on police reports are not considered valid policies, so they are not interpreted as known policies unless KJ3 SERVICES is specifically advised that they are valid and asked that they be excluded from the results.

DISPUTES OF RESULTS AND/OR FEES must be made in writing and must include documentation from the Insurer which illustrates an alleged discrepancy. Notice of a dispute must be received within ninety (90) days from the date of the invoice. Disputes brought after this period will not be entertained. KJ3 SERVICES reserves the right to provide a revised or amended report in response to any dispute at its sole discretion. Should a revision or amendment of the report be unavailable, compensation resultant of any dispute will be limited to either a void/wavier of the specific invoice, if unpaid, or refund of paid fees as calculated by the Fee Schedule.

DISCLAIMER

KJ3 SERVICES uses reasonable care to obtain accurate and up to date information from sources considered reliable. It is believed that all information provided is accurate, however, KJ3 SERVICES makes no warranty or guarantee, either expressed or implied, that the information provided herein is correct as the information has been obtained from supplementary sources. The Requesting Party should also use reasonable care and utilize other sources of information that are available. Legal, strategic, and/or financial decisions should not be based solely upon the information provided herein.

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