

## Agreement for Listing Agent

Welcome to the Fugitive Database (FD) website at [fugitivedatabase.com](http://fugitivedatabase.com) (Site). This Site is owned and operated by Tara Phillips (CEO & Founder). Fugitive Database is a United States entity providing services to the bail bond industry.

Materials on this Site are owned by Fugitive Database. This Site may also include materials owned by third parties and posted on this Site by virtue of a license, grant, or another form of agreement between the Fugitive Database and Fugitive Agents or third party.

Fugitive Database reserves the right to modify or amend this Agreement without notice at any time, and such modification will be effective upon posting by Fugitive Database on this Site. You agree to be bound by any changes to this Agreement when you use the Site after any such modification is posted. It is, therefore, important that you read this document regularly to ensure you are updated as to any changes.

### **Indemnity**

You agree to defend, indemnify and hold harmless Fugitive Database and its Listing Agent and Subscribers, against any and all liabilities, damages, claims, and expenses (including reasonable attorney's fees and costs) arising out of your use of this Site; your failure to use the Site; your breach or alleged breach of this Agreement; or your breach or alleged breach of the copyright, trademark, proprietary or other rights of third parties.

### **Personal Information**

You are responsible for the validity of all personal identifying information uploaded and provided for fugitives, indemnitors and references (such as your names, dob, social security numbers, addresses, telephone numbers, and email addresses) on this Site. Fugitive Database will ask you for information such as your name and email address so Fugitive Database can respond to your questions and comments. In providing such information to Fugitive Database, you thereby give Fugitive Database permission to use said information in any manner that Fugitive Database sees fit.

Fugitive Database shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any User Data. Fugitive Database reserves the right to withhold, remove and/or discard User Data without notice for

any breach of this Agreement, including, without limitation, your non-payment. Upon termination of your Account, your right to access or use User Data immediately ceases, and Fugitive Database shall have no obligation to maintain or forward any User Data.

### **Security and Storage of Information**

Fugitive Database has certain security measures in place to help prevent the loss, misuse or adulteration of User Data stored on this website. These measures include secure encryption and the use of a firewall. Notwithstanding the foregoing, Fugitive Database shall have no obligation or responsibility to preserve, archive, and store or otherwise protect the integrity of the User Data against corruption, deletion or destruction. User Data is not stored for an indefinite amount of time.

### **Disclaimer of Liability and Warranties**

While Fugitive Database does its best to ensure the optimal performance of this Site, you agree to use this Site at your own risk.

You acknowledge that Fugitive Database and its subsidiaries together with their respective officers, directors, agents, employees, and shareholders, are not liable for any failures, harm, inaccuracies, omissions, errors, interruptions, defects, communication line failures, natural disasters, or for the theft, destruction, damage or unauthorized access to your computer system or network.

This Site and all materials on this Site are provided "as-is" and, to the fullest extent permitted by law, are provided without warranties of any kind either express or implied. This means, without limitation, that Fugitive Database does not warrant that this Site is fit for any particular purpose; that the functions contained in the materials in this Site will be uninterrupted; that defects will be corrected; or that this Site will be error free or reliable.

You acknowledge that Fugitive Database is not liable for any damages, including, without limitation, direct, special, incidental, consequential or punitive damages, in connection with or arising from your use or from your inability to use the Site.

### **Service Policy**

A. Fugitive listings are submitted at no cost for listings agents, By submitting your listing to the Fugitive Database you acknowledge that you are responsible for

the validity of all document uploaded and agree to pay agreed bounty, to any subscribed bounty hunters, through us, in a timely manner. (10 days from surrender notification)

B. Agents are responsible for the validity of all information and the upload of supporting forfeiture/surrender documents needed to facilitate the close out of file.

C. Agents agree to pay a minimum bounty amount of 5% with a 1% increase every 30 days to help ensure closure of files. Agent also have the ability to override bounty amounts. Once notice has been given and proof has been provided by Fugitive Database of a closed file, Agent agrees to pay without delay (10 days) and in the event of nonpayment, Agent agrees to pay Attorney fees plus maximum late fees allowed by state law, if it becomes necessary to file suit against agent for nonpayment of bounty due.

D. Agent agrees to provide accurate Due Dates of Judgements to ensure no man hours are wasted hunting dead files. Agent agrees to pay on all files that are closed before due date of judgment even if it was mistakenly given by agent.

E. Fugitive Database reserves the right to remove your listing and cancel your association status without notice and for any violation of the Terms and Conditions. In this instance, if we cancel your listing due to a breach, and any outstanding files that may have been closed out, are still owed and due immediately.

All services provided by Fugitive Database may be used for lawful purposes only. Transmission, storage or presentation of any information, data or material in violation of any United States Federal, State or City law is prohibited. This includes, but is not limited to, copyrighted material, material we judge to be threatening or obscene or material protected by trade secret or another statute. The subscriber agrees to indemnify and hold harmless Fugitive Recovery Network from any claims resulting from the use of the service that damages the subscriber or any other party.

## **Information Updates**

Materials contained on this Site or in links from this Site are dated as of the date originally issued or posted and requires you the said Listing agent to keep accurate and updated information to help ensure results. While follow-up information and reports may be posted, this Site may continue to provide access to the original information and reports, as in an archive of press releases, for example, and Fugitive Database may not change the original report to reflect the new

developments. Individuals looking for the most recent information should be sure that they are not accessing an outdated report. Before acting on information found on this Site, facts that are important to a decision should be independently confirmed. Fugitive Database assumes no obligation to remind agents to update any materials.

### **Termination**

Fugitive Database reserves the right to immediately terminate Listing Agent use of, or access to, this Site at any time if Fugitive Database decides at its sole discretion that you have breached this Agreement or any relevant law, rule, or regulation, or that you have engaged in conduct that Fugitive Database considers to be inappropriate or unacceptable.

**If terms are acceptable, proceed to link to become a Listing Agent with Fugitive Database**