

**Revised 06/05/2011**

ZMI Services provides fee based investigative services to clients', subject to the following TOS, (terms of service) which may be updated from time to time, and without prior notice. You may review the most current version of our TOS, located here on this page, at any time. In addition, when using particular ZMI Services, you shall be subject to any guidelines or rules applicable to our services.

ZMI protects client account data utilizing an SSL Certificate. (Secure Sockets Layer) This method of encryption insures a client has a secure and private connection between their web browser and our server. We also operate on a dedicated IP.

ZMI Services provides users with investigative services pertaining to client cases (known as a Client) and access to informational resources including communication pertaining to the personal information of claimants (known as Claimants) gathered. Under no circumstances shall ZMI Services be liable to any Client for use or misuse of this site, or reliance of any information on this site. Such limitation of liability shall apply whether the damages arise from use or misuse of this site, from inability to use this site, or from the interruption, suspension, or termination of this site or services offered on this site (including such damages incurred by third parties).

## **I. Client**

Client Accounts are available to any legal adult who registers and accurately provides all the required information, provides a legitimate email address and obtains a unique username (email address) and chosen password. Membership is non-transferable.

All account information must be accurate and belong to the person or business registering. We currently do not allow advertisement of any business, services, or products other than our own on this site.

## **II. Agency - Operations - Staff**

All staff members granted special privileges by the ZMI Staff (also referred to as 'Agency, Operations, or Staff') agree to abide by the following confidentiality rules. Staff agrees to keep confidential any and all information of clients at all times. Staff agrees not to collect, store or in any way harvest information from our clients for any use. Staff agrees to keep all discussions within the staff and other restricted areas confidential and will not discuss this information with anyone but an active staff member of ZMI Services. Any breach of this rule will result in immediate termination of membership, and/or employment. Staff agrees to keep all information regarding ZMI's current and future business plans, structure or other internal concerns, confidential.

In the event that a staff members privileges are revoked, they agree to respect the rules as would any other member and to hold all confidential information acquired during their time as a staff member private. Staff understands that breaking this confidentiality clause may result in legal action against them.

ZMI Services conducts through background investigations of potential employees, including CORI and does not knowingly employ convicted felons.

It is the policy of ZMI Services to respond expeditiously to claims of intellectual property infringement. ZMI will promptly process and investigate notices of alleged infringement and will take appropriate actions. Should a violation of intellectual property be discovered, the document(s) or messages in such violation will be removed in a timely manner after any and all investigating has been completed to prove the authenticity of such a claim.

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes or noncommercial purposes any portion of the services or content contained within ZMI Services. The use of any content, photos, or files owned by or published by ZMI Services is strictly prohibited.

This agreement shall be constructed and controlled by the laws of Massachusetts. Each member agrees to personal jurisdiction by state and federal courts of Massachusetts. ZMI reserves the right to change, modify or update this TOS agreement at any time and without notification. By accessing ZMI, all users, known as Client and Staff show their full agreement and acknowledgment of the restrictions, limitations and terms set forth in this agreement.

Client and Staff may not send unsolicited email or communications to advertise ZMI Services or any component thereof, including mass postings to usenet newsgroups, chat rooms, forums, instant messengers, MIRC, fax or voice blasts, or any other online communication system. If you are reported to us or our server company as a spammer, you will lose all access to ZMI Services, immediately and without notice, losing your client account, or employment and you will be banned from ever doing business with ZMI in the future.

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